SOUTHERN DISTRICT OF MISSISSIPPI
FILED
OCT 23 2024
ARTHUR JOHNSTON
BY _____ DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

UNITED STATES OF AMERICA

v.

CRIMINAL NO. 3:24cr103DPJ-LGF

JODY E. OWENS II,
CHOKWE ANTAR LUMUMBA, and
AARON B. BANKS

18 U.S.C. § 371
18 U.S.C. § 666(a)(2)
18 U.S.C. § 666(a)(1)(B)
18 U.S.C. § 1952(a)(3)
18 U.S.C. §§ 1343, 1346
18 U.S.C. § 1956(a)(1)(B)(i)
18 U.S.C. § 1001
18 U.S.C. § 2

The Grand Jury charges:

At all times relevant to this Indictment:

INTRODUCTION

Overview

1. Beginning on or about October 16, 2023, and continuing through on or about May 23, 2024, **JODY E. OWENS II** ("**OWENS**"), the Hinds County District Attorney, conspired with **CHOKWE ANTAR LUMUMBA** ("**LUMUMBA**"), the Mayor of Jackson, Mississippi; **AARON B. BANKS** ("**BANKS**"), the President of the Jackson City Council; ANGELIQUE LEE ("LEE"), the Vice President of the Jackson City Council; SHERIK MARVE SMITH ("SMITH"), a resident of Hinds County; and others known and unknown, to carry out a bribery scheme to enrich themselves. Specifically, **OWENS**, on behalf of two individuals purporting to be real estate developers from Nashville, Tennessee ("Developer 1" and "Developer 2," collectively "the Developers"), facilitated over $80,000 in bribe payments to **BANKS**, **LUMUMBA**, and LEE in exchange for their agreement to take official action to ensure the approval of the Developers' proposed multi-million-dollar downtown Jackson development project. **OWENS** solicited and accepted at least $115,000 in cash and promises of future financial benefits from the Developers

to use his relationships with **BANKS**, **LUMUMBA**, and LEE to act as an intermediary for the over $80,000 in bribe payments. **OWENS, BANKS, LUMUMBA**, LEE, and SMITH were not aware that, in reality, the Developers were working for the Federal Bureau of Investigation ("FBI").

2. As part of the scheme, on or about January 11, 2024, **BANKS** solicited a $50,000 bribe in exchange for his future vote(s) in favor of the Developers' proposed development project. On or about February 13, 2024, **BANKS** accepted an initial payment of $10,000 in cash from the Developers via **OWENS**, along with a promise of funding for the employment of a family member and a protective detail service.

3. As part of the scheme, in or about February and March 2024, in exchange for LEE's future vote(s) in favor of the Developers' proposed development project, **OWENS** and the Developers offered, and LEE accepted, a $10,000 debt repayment, $3,000 in cash, and a shopping trip resulting in approximately $6,000 in luxury goods.

4. As part of the scheme, in or about March and April of 2024, **LUMUMBA** accepted a bribe payment of $50,000 from the Developers via **OWENS** in the form of five $10,000 campaign-donation checks from various entities and individuals, including **OWENS** and SMITH. **OWENS** used the campaign-donation checks to disguise the true source of the funds, the Developers, in an attempt to avoid scrutiny from the public and law enforcement. And **LUMUMBA** accepted the checks knowing and understanding that the money was from the Developers, and that it was being offered in exchange for official action from **LUMUMBA** in favor of the Developers' proposed development project.

Background on Relevant Individuals and Entities

5. In 2019, **OWENS** was elected as the District Attorney for Hinds County, Mississippi, which includes Jackson, Mississippi. **OWENS** was reelected as District Attorney in November 2023. As District Attorney, **OWENS** was responsible for, among other duties, enforcing criminal laws in Jackson.

6. **LUMUMBA** was first elected the Mayor of the City of Jackson in 2017. As Mayor, **LUMUMBA** was an agent of the City of Jackson and had the power to put matters, including development projects, before the Jackson City Council for a vote.

7. **BANKS** was first elected to the City Council in 2017 as Representative of Ward 6 and, until July 2024, was the President of the Jackson City Council. As a member of the City Council, **BANKS** was an agent of the City of Jackson and, among other duties, voted for or against development project proposals put before the City Council.

8. LEE was first elected to the City Council in 2020 and, until August 2024, was the elected Representative of Ward 2. LEE also served as the Vice President of the Jackson City Council until July 2024. As a member of the City Council, LEE was an agent of the City of Jackson and, among other duties, voted for or against development project proposals put before the City Council.

9. SMITH was a resident of Hinds County, Mississippi, and an insurance broker. He was also a relative and close associate of **OWENS**.

10. Developer 1 was a confidential human source ("CHS") employed by the FBI. Developer 1 purported to be a real estate developer from Nashville, Tennessee, seeking to invest in and develop property in downtown Jackson, Mississippi.

11. Developer 2 was an undercover employee and CHS employed by the FBI. Developer 2 purported to be a real estate developer from Nashville, Tennessee, seeking to invest in and develop property in downtown Jackson, Mississippi.

12. Witness 1 was an adult resident of Hinds County, Mississippi.

13. Company A was a limited liability company incorporated in Mississippi with its principal place of business located in downtown Jackson, Mississippi. **OWENS** was listed as the sole manager and registered agent.

14. Company B was a professional limited liability company registered in Mississippi. **OWENS** was designated as the organizer and a member.

Federal Funding and the Downtown Development Project

15. In each of the calendar years of 2023 and 2024, the City of Jackson, Mississippi, received over $10,000 in benefits from the United States government under federal programs involving grants, subsidies, loans, guarantees, insurance, and other forms of assistance. Specifically, the City of Jackson received more than $10,000 from the U.S. Department of Housing and Urban Development ("HUD").

16. Since approximately 2008, the City of Jackson has sought to develop a 7.75-acre plot of land in downtown Jackson in the vicinity of the Convention Center Complex. The development of this land was key to the revitalization of Jackson's downtown area and would cost potential developers and the city millions of dollars to develop. To facilitate the project, the City of Jackson took out a multi-million-dollar loan from HUD in 2008 via the Section 108 Loan Guarantee Program. As a condition of the loan, the City would then relend the money to potential developers for the purchase and development of the land. Pursuant to the terms of the loan, the City of Jackson has until June 30, 2025, to complete its downtown development project.

17. In order to complete the downtown development project, the City of Jackson's Department of Planning and Development ("DPD") sought the assistance and partnership of a so-called "Master Developer." Specifically, over the years, the DPD issued multiple Requests for Proposals ("RFP")—solicitations from qualified contractors seeking to serve as a Master Developer—for the downtown development project.

18. The DPD last issued an RFP for the downtown development project in July 2023. That RFP sought a Master Developer that would transform a parking lot across from the Convention Center into a mixed-use development that included a hotel, parking garage, and community green space. The July 2023 RFP received no responses from qualified developers.

19. On February 5, 2024, the DPD again sought to recruit developers, but instead of issuing an RFP, the DPD issued a Request for Statement of Qualifications ("RFQ") with a deadline of March 12, 2024. While an RFP requires developers to submit detailed project proposals and bids, an RFQ seeks only developers' credentials and portfolios. Then, after a selection process, the chosen developer submits a proposal in partnership with the DPD. The proposal is ultimately approved or denied by the Jackson City Council.

OWENS Develops a Scheme to Bribe Jackson Public Officials

20. In July 2023, Developer 1 visited Company A's place of business in downtown Jackson, which had been recommended to him because of his genuine interest in the products sold at Company A. While at Company A, Developer 1 met Witness 1. After hearing of Developer 1's interest in pursuing real estate development in Jackson, Witness 1 agreed to introduce Developer 1 to individuals he believed could assist Developer 1 with his goals.

21. On or about August 14, 2023, Witness 1 introduced Developer 1 to **OWENS**, SMITH, and others at Company A. Developer 1 told **OWENS** and the others that he and Developer

2 were interested in potential real estate opportunities in Jackson, Mississippi.

22. On October 9, 2023, through October 11, 2023, **OWENS**, SMITH, and others went on a trip to Nashville via a private jet paid for by the FBI on behalf of the Developers. The purpose of the trip was, in part, to discuss business opportunities in Jackson.

23. **OWENS** was ready, willing, and predisposed to engage in bribery at least as early as October 16, 2023. On that date, **OWENS** told the Developers about his influence in the City of Jackson and the ability to purchase the support of public officials in the City of Jackson. Specifically, **OWENS** told the Developers that he could "give" the Developers the Jackson Redevelopment Authority ("JRA"), a seven-person commission established by the Jackson City Council with authority over certain real property in the City of Jackson. **OWENS** also told the Developers that he and SMITH "own enough of the city" and that he had "a bag of fucking information on all the city councilmen" that allowed him to "get votes approved."

24. During **OWENS's** re-election victory party on November 7, 2023, upon being congratulated by the Developers, **OWENS** responded unprompted that his position as District Attorney was "the part-time job. The full-time job is developing . . . This is the part time job, to get leverage for the full-time job. This is the part time job to get the conversations and the access. Access equals the other shit we're trying to do."

25. The following day, on November 8, 2023, the Developers met with **OWENS**, SMITH, and Witness 1 in the back room of Company A. During that meeting, **OWENS** and SMITH negotiated an upfront payment of $250,000 to be paid to **OWENS**, SMITH, and Witness 1 for their roles in assisting the Developers. **OWENS** and SMITH were to be paid $100,000 each, while Witness 1 was to be paid $50,000.

OWENS Accepts $125,000 in Florida to Facilitate the Scheme

26. On or about December 13, 2023, **OWENS**, SMITH, and Witness 1 traveled via a private jet paid for by the FBI on behalf of the Developers, to Ft. Lauderdale, Florida, for a meeting with the Developers. That evening, **OWENS** met with the Developers in a private room on a yacht. During the meeting, the Developers asked **OWENS** how he wanted to receive his payment. **OWENS** responded that cash was "easier" and that he had brought a bag on the trip specifically for that purpose. Developer 2 then gave **OWENS** $125,000 in cash to be split by **OWENS** between himself, SMITH, and Witness 1.

27. After receiving the $125,000, **OWENS** explained his value to the Developers: "I'm not trying to overemphasize this, you guys, but my ability to prosecute people . . . there's only one me. So right now, every police agency comes to us. Everybody needs something. Every file comes to us. Everybody needs something fixed."

OWENS Informs the Developers of the Downtown Development RFQ

28. On or about January 10, 2024, the Developers met with **OWENS** and SMITH at **OWENS's** private office in Jackson, Mississippi. **OWENS** referred to that office as his "War Room." There, **OWENS** informed the Developers that the City of Jackson would soon issue an RFQ for the downtown development project. The Developers expressed interest in obtaining the downtown development project for themselves and noted their desire to secure the long-term support of the City Council. In response, **OWENS** stated that they would need to avoid paying the City Council members too much money up front. Specifically, **OWENS** stated: "I don't know if you have been around addicts before, right? You can give them a little blow, a little blunt, a little drink. But if you give them a case of whiskey, and you give them a kilo of coke, and you give them a motherfucking pound of weed. They will die."

OWENS and BANKS Conspire to Solicit a $50,000 Bribe

29. The next night, on January 11, 2024, the Developers met with **OWENS**, SMITH, and **BANKS** in the back room of Company A. There, **OWENS** had a sidebar conversation with **BANKS** in which **OWENS** told **BANKS** that he would tell the Developers to pay **BANKS** "25 now and 25 later." **OWENS** then dismissed **BANKS** from the table and privately informed the Developers of **BANKS's** demand. While **BANKS** was absent, **OWENS** also stated:

> We never give them the asking price. I buy pussy, I buy cars, I buy cows, I buy drugs, whatever. My point is, like [**BANKS**] need 50, you get 30. He gets installments. That's my game. Some people will overpay and say I'm the guy who needs more and some people will choose who to pay. He wants 50? We'll give him 15 this year and 15 next year.

30. When **BANKS** rejoined the meeting, Developer 2 asked him what he would need to support the Developers moving forward. **BANKS** responded that "fifty grand as soon as possible would help."

OWENS Introduces LUMUMBA to the Developers and Refines the Scheme

31. On February 12, 2024, **OWENS** arranged a dinner for himself, **LUMUMBA**, Smith, and the Developers. During **OWENS's** introduction of the Developers to **LUMUMBA**, **OWENS** stated: "I've done background checks. They're not FBI by the way." **OWENS** also explained to **LUMUMBA** that the Developers "had shifted [their] focus to the RFP/RFQ related to the convention area hotels."

32. Following dinner, **OWENS**, SMITH, and the Developers went to the back room of Company A's place of business. There, they discussed how they would continue to secure the support of the City Council. Developer 2 expressed concern that they still did not have enough votes secured. In response, **OWENS** stated that the following day, he would get the Developers

three more votes. **OWENS** explained that the Developers already had "the leadership" through **LUMUMBA** and **BANKS**, and that he would next get the Developers "the pawns."

33. **OWENS** also explained that, because public officials finance their personal lives through their campaign accounts, campaign contributions were the most effective way to influence them, so long as the money came from within the state of Mississippi. To that end, **OWENS** said that to "clean" the money, he planned to deposit all cash provided to him by the Developers into a bank account owned by a Mississippi company. **OWENS** then stated:

> I don't give a shit where the money comes from. It can come from blood diamonds in Africa, I don't give a fucking shit. I'm a whole DA. Fuck that shit. My job, as I understand it, with a little paperwork, is to get this deal done, and get it done most effectively . . . We can take dope boy money, I don't give a shit. But I need to clean it and spread it. I can do it in here. That's why we have businesses. To clean the money. Right? I don't give a shit. You give us cash, we deposit it and give it back that way. That's easy.

OWENS Facilitates Bribes to BANKS and LEE

34. On February 13, 2024, **OWENS** and the Developers met in the back room of Company A. As previously planned, the Developers gave **OWENS** additional funds, in the amount of $60,000, including $25,000 for **OWENS**, $25,000 for **BANKS**, and $10,000 for LEE. **OWENS** pocketed his share and said that he would store the cash designated for **BANKS** and LEE in a safe at the Hinds County District Attorney's Office.

35. When **BANKS** arrived in the back room, **OWENS** gave **BANKS** an envelope with $10,000 cash inside and told **BANKS** that the money was from the Developers. **BANKS** and **OWENS** understood that the money was being paid in exchange for **BANKS's** future vote(s) to approve the Developers' proposed development project. **OWENS** then inquired as to whether **BANKS** was "comfortable" walking around with the cash because it was "not a check like we

normally do." **OWENS** told **BANKS** to "do what you need to do, if you need to document some of this, then document it." **BANKS** said that he was going to "break it up."

36. On the same evening, **BANKS** also accepted employment for a family member and a protective detail service from the Developers. Both were paid for by the Developers through **OWENS** via a Mississippi bank account. Between March and May 2024, the Developers spent approximately $1,500 on **BANKS's** protective detail and $4,800 on **BANKS's** family member's employment.

37. Two days later, on or about February 15, 2024, **OWENS**, using the money from the Developers, paid off $10,000 of LEE's campaign debt via wire transfer from his campaign account. **OWENS** later sent the Developers proof of the payment via text message. **OWENS** and LEE understood that the debt payment was in exchange for LEE's future vote(s) to approve the Developers' proposed development project.

OWENS's Plans for Future Bribes

38. On or about February 28, 2024, **OWENS**, SMITH, and the Developers met again at the War Room. During the meeting, **OWENS** explained that to ensure LEE's votes at the various stages of the development project, they could pay LEE $5,000 every month from **OWENS's** campaign account.

39. At another point in the meeting, Developer 2 asked **OWENS** and SMITH "why do we need [**LUMUMBA**]?" SMITH responded that **LUMUMBA** "could make things a lot harder." Later on in the conversation, **OWENS** informed the Developers that **LUMUMBA** had agreed to take a trip to Florida with the Developers. He further stated that it was important for the Developers to get **LUMUMBA** on their side because **LUMUMBA** could "do damage" to the Developers' proposed development project throughout the RFQ and permitting processes by "mak[ing] it

difficult."

40. **OWENS** then warned the Developers that they needed to be wary of attracting the attention of law enforcement and appearing like they were bribing public officials:

> **OWENS**: Here's the thing, there is a very thin line from the appearances of you guys being federal agents. Right? There is a guy named Louis Armstrong. Louis Armstrong, right when [telecommunications company] first came to the City Council, they first came into Mississippi, you remember this?[1]
>
> **SMITH**: Mm-hmm. I do.
>
> **OWENS**: They came in and were everybody's friends. They got a huge contract. And, somehow, they were able to show that Louis got something, right? So, we got to stay away from the "b-word." Fund is not the "b-word." The "b-word" is a bad word. We don't even say it. Right? You know what the "b-word" is, right?

41. **OWENS** then explained that while he still had $15,000 set aside for **BANKS**, he and the Developers should either keep the money for the time being or use it to pay LEE, who they would be meeting that night. **OWENS** said that if they paid LEE, they would need to "clean it out like we always do, we'll put it in a campaign account, or directly wire it, you can wire it to the bank too, or I can handle that in increments like we've been doing it." **OWENS** further stated that he had wired LEE's prior debt payment directly to the owner of her debt "because that's the only way I want the paper trail to look. Because, here's the thing, at the end of the fucking day, my most important job is to keep everybody out of jail or prison, because I'm not fucking going."

42. **OWENS** then took an additional $10,000 in cash from the Developers and put that money into a bag he had brought with him for that purpose. **OWENS** explained that the money would fund the Mississippi business account that he was creating for the Developers to conceal future payments to officials.

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[1] A Jackson City Council member Louis E. Armstrong was convicted in the United States District Court for the Southern District of Mississippi in 1999 for extortion and bribery.

43. That evening, **OWENS** and the Developers met in the back room of Company A's place of business. They discussed the future trip to Florida with **LUMUMBA**, and **OWENS** laid out the plan to buy **LUMUMBA's** support. Specifically, **OWENS** explained that because **LUMUMBA** would not take cash directly from the Developers, the Developers would need to give **OWENS** between $50,000 and $100,000 so that **OWENS** could deposit the cash and get "campaign contribution" checks with those funds from third parties in Mississippi. **OWENS** emphasized that if the Developers gave **LUMUMBA** $100,000 in cash, "then everybody goes to jail because we gave over five thousand cash." **OWENS** went on to say that he kept the money given to him by the Developers in a safe at the District Attorney's Office mixed in with "dope money and drug money and more than a million dollars." **OWENS** made clear that he did not keep large amounts of cash at home because that money could be directly linked to him, while money kept mixed in with other funds in the District Attorney's Office safe could not be:

> Because if someone comes in my motherfucking safe it's a million dollars in cash, it's a million dollars. You know what, if they come to my house, it reads like this "DA Owens had twenty grand in cash." The regular people who vote for me, who give me $10 or a $100 they can't count that much money. But guess what, in my safe at my DA office I got a million dollars in cash, guess what, your fucking ten grand don't matter, your fifteen grand it don't matter, I got a million dollars there. But guess what, at my house it matters.

The RFQ Deadline and Planning for the Trip with LUMUMBA

44. On or about March 5, 2024, **OWENS** and Developer 1 met in **OWENS's** office at the Hinds County District Attorney's Office. During that meeting, they discussed the fact that the submission deadline for the downtown development project RFQ was extended from March 12, 2024, to April 30, 2024, to allow for additional submissions. **OWENS** also had multiple calls with a city employee, which he put on speaker phone for Developer 1 to hear. In those calls, he expressed his dissatisfaction with the extended deadline and his concern that others aside from the

Developers would bid for downtown development project.

45. During the same meeting, **OWENS** and Developer 1 discussed the impending trip to Florida with **LUMUMBA**. **OWENS** said that he would discuss with **LUMUMBA** the way in which **LUMUMBA** would "feel most comfortable" with receiving money from the Developers.

46. After the meeting, **OWENS** texted **LUMUMBA** the following:

> Two things to chat about: when you have a moment. They came into town to submit their proposal but learned the deadline had been adjusted another 45 days presumably because no one else had applied.
>
> Need to understand how to donate to your reelection campaign in a size able way that is most appropriate. Don't know if you have a PAC or when you are planning to or if we can through [sic] you a private fundraiser.

47. Later that day, **OWENS** and Developer 1 met again. **OWENS** informed Developer 1 that he had texted with **LUMUMBA**, that **LUMUMBA** was interested in taking the trip to Florida, and that **LUMUMBA** was aware of the Developers' desire to move the RFQ submission deadline up. **OWENS** said that they would hold a "fundraiser" in Florida, and that they could either have "ten guys with ten checks" for **LUMUMBA** or **OWENS** could give **LUMUMBA** ten checks in one envelope. **OWENS** went on to tell Developer 1, "what we used to do, if people wanted to stay under the radar, you just give a bunch of different checks from a bunch of different companies."

48. Between on or about March 7, 2024, and March 9, 2024, **OWENS** and **LUMUMBA** spoke on the phone and exchanged texts regarding dates for the Florida trip. On the evening of March 9, 2024, **OWENS** texted **LUMUMBA**, stating that he was "outside."

49. On March 10, 2024, **OWENS** called Developer 1 to inform him that he had met with **LUMUMBA** the previous evening at **LUMUMBA's** house, that everyone was "on one accord," and that they would give **LUMUMBA** $50,000 at a "fundraiser" in Florida. To avoid

scrutiny, **OWENS** said that the plan was to split up the $50,000 he received from the Developers into checks of $5,000 or $10,000. **OWENS** also said that he had assured **LUMUMBA** that the $50,000 was just the beginning, and that **LUMUMBA's** "final number" was $100,000. **OWENS** and **LUMUMBA** understood that the Developers were paying **LUMUMBA** in exchange for **LUMUMBA** taking official action to assist the Developers' in obtaining approval of their proposed development project.

50. On or about March 19, 2024, **OWENS** opened a Mississippi bank account in the name of the Developers' company for, at least in part, the purpose of funneling and concealing future bribe payments to public officials.

51. On or about March 22, 2024, **OWENS** and **LUMUMBA** exchanged texts to set up a meeting. Prior to the meeting, Developer 1 and **OWENS** spoke on the phone. During the call, **OWENS** stated that he and **LUMUMBA** had discussed the plan to split up the money into checks the night prior, and that he and **LUMUMBA** were set to meet that afternoon to discuss specifics. **LUMUMBA** and **OWENS** exchanged text messages following that call, including one from **LUMUMBA** to **OWENS** stating, "on the way."

OWENS Orchestrates Additional Bribes for LEE

52. On or about March 27, 2024, **OWENS** planned a dinner meeting for himself, LEE, the Developers, and others. **OWENS** organized the seating so that LEE was seated next to Developer 1. As previously planned by **OWENS** and the Developers, following dinner, LEE accepted a bag containing $3,000 in cash from Developer 2, along with an offer to go shopping with Developer 2's credit card. LEE accepted those benefits in exchange for her future vote(s) to support the Developers' proposed development project. The following day, LEE spent more than $6,000 on luxury goods using Developer 2's credit card.

BANKS Confirms Allegiance to the Developers

53. On March 28, 2024, **BANKS**, **OWENS**, SMITH, and the Developers met in the back room of Company A. During this meeting, the group discussed the RFQ submission deadline. **BANKS** stated that he was working to move the submission deadline back up and that, given his position, he could threaten to hold up the salary raises of city employees in order to achieve the Developers' ends. **BANKS** also assured the Developers that he would "make sure" they got the votes of certain council members.

OWENS Orchestrates LUMUMBA's Bribe Payment

54. On or about March 27 and 28, 2024, after the Developers delivered $50,000 in cash to **OWENS** at the Hinds Country District Attorney's Office, **OWENS** converted that money into five $10,000 "campaign contribution" checks from SMITH, **OWENS**, Company B, and two other associates of **OWENS**. **OWENS** reimbursed SMITH and the two associates in full.

55. On April 2, 2024, **OWENS**, **LUMUMBA**, SMITH, and the Developers traveled to Ft. Lauderdale, Florida via a private jet paid for by the FBI on behalf of the Developers. That same day, **OWENS** and **LUMUMBA** met with the Developers in a private room on a yacht. That meeting was audio and video recorded. The following exchange was captured:

> **OWENS:** We want to be very mindful of out-of-state money.
>
> **LUMUMBA**: Yeah.
>
> **OWENS**: So what this team did was give us the money, being me, and we just filtered it through several accounts in a way we comfortable doing.
>
> **LUMUMBA**: Yeah.
>
> **OWENS**: So we did five $10,000 checks to make it very simple, and then when we get past the process, to our second phase, maybe in Jackson, maybe somewhere else . . . we'll do something similar.
>
> **LUMUMBA:** Yeah.

































A TRUE BILL:
S/SIGNATURE REDACTED
Foreperson of the Grand Jury











