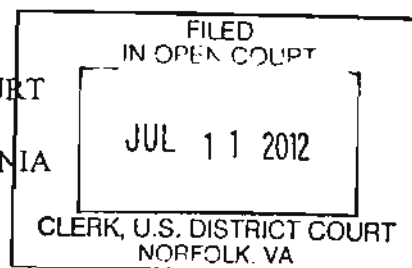


IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Norfolk Division



| | | |
|----------------------------------|---|--|
| UNITED STATES OF AMERICA |) | <u>UNDER SEAL</u> |
| |) | CRIMINAL NO. 2:12cr 105 |
| v. |) | |
| |) | |
| EDWARD J. WOODARD, |) | 18 U.S.C. § 1349 |
| (Counts 1, 8, 11, 13-18, 23, 25) |) | Conspiracy to Commit Bank Fraud |
| |) | (Count 1) |
| SIMON HOUNSLOW, |) | |
| (Counts 1-4, 7, 9, 15) |) | 18 U.S.C. §§ 1005 & 2 |
| |) | False Entry in a Bank Record |
| STEPHEN G. FIELDS, |) | (Counts 2-6, 8-9) |
| (Counts 1, 5-6, 10, 13-15) |) | |
| |) | 18 U.S.C. §§ 1014 & 2 |
| TROY BRANDON WOODARD, |) | False Statement to a Financial Institution |
| (Counts 1, 16-18, 25) |) | (Counts 13, 15, 19-22, 24) |
| |) | |
| THOMAS E. ARNEY, |) | 18 U.S.C. §§ 1005 & 2 |
| (Counts 1, 10-15) |) | Unlawful Participation in a Loan |
| |) | (Counts 11, 16-18) |
| and |) | |
| |) | 18 U.S.C. §§ 1344 & 2 |
| DWIGHT A. ETHERIDGE, |) | Bank Fraud |
| (Counts 1, 19-24) |) | Counts (12, 25) |
| |) | |
| Defendants. |) | 18 U.S.C. §§ 656 & 2 |
| |) | Misapplication of Bank Funds |
| |) | (Counts 7, 10, 14, 23) |
| |) | |
| |) | 18 U.S.C. §§ 981 & 982, 21 U.S.C. § 853(p) |
| |) | Criminal Forfeiture |

INDICTMENT

July 2012 TERM at Norfolk, Virginia

COUNT ONE
(Conspiracy to Commit Bank Fraud)

THE GRAND JURY CHARGES THAT:

A. INTRODUCTION

Unless otherwise noted, at all times material to all counts of this indictment:

1. The Bank of the Commonwealth (the "Bank"), headquartered in Norfolk, Virginia, was the sole business of Commonwealth Bankshares, Inc., whose securities were traded on the Nasdaq Stock Exchange under trading symbol "CWBS." The Bank was a financial institution, as defined by Title 18, United States Code, Section 20, with deposits insured by the Federal Deposit Insurance Corporation.

2. The Bank opened for business in or about April 1971. For over thirty years, the Bank's business focused on its local community in Norfolk and Virginia Beach. But in or about 2006, the Bank began an aggressive expansion, extending its branch network into northeastern North Carolina and the Outer Banks, with the strategic goal of becoming a billion dollar bank within three years.

3. From in or about December 2005 to in or about December 2009, the Bank's assets more than doubled, ultimately reaching approximately \$1.3 billion. The Bank funded this rapid growth principally with brokered deposits.

4. Many of the Bank's loans were funded and administered without regard to industry standards, or the Bank's own internal controls. For example, the Bank funded loans without current financial statements from borrowers, without current or accurate appraisals for collateral securing loans, without completing global cash flow analyses, and without adequate collateral. During this time, loan officers received bonuses based, in part, on the volume of their loan portfolio.

5. In 2008, the volume of the Bank's troubled loans and foreclosed real estate soared. However, Bank insiders were unwilling to fully acknowledge the deterioration in the Bank's loan portfolio. In particular, they were concerned that the Bank's declining health would negatively impact investor and customer confidence, and that capital erosion would affect the Bank's ability to accept and renew brokered deposits.

6. Bank insiders masked the Bank's true financial condition in many ways, including overdrawing demand deposit accounts to make loan payments, using funds from related entities, at times without authorization from the borrower, to make loan payments, using change in terms agreements to make loans appear current, and extending new loans or additional principal on existing loans to cover payment shortfalls.

7. Additionally, Bank insiders provided preferential financing to troubled borrowers so that they could purchase Bank-owned property. These troubled borrowers were already having difficulty making payments on their existing loans. In several instances, these new loans exceeded the purchase price of the property. This practice benefitted both Bank insiders and troubled borrowers. Ostensibly, Bank insiders converted a non-earning asset into an earning asset (often prior to the end of a fiscal quarter) thereby concealing the true financial condition of the Bank. And troubled borrowers obtained cash at closing which they used to make payments on their other loans at the Bank, and for their own personal purposes.

8. Beginning in September 2008, the Bank's regulators, the Federal Reserve Bank of Richmond (the "Federal Reserve") and the Virginia State Corporation Commission ("SCC"), raised concerns about the way the Bank managed risk and underwrote loans.

9. In or about November 2008, the Bank submitted an application to the Federal Reserve seeking approximately \$28 million in Troubled Asset Relief Program (“TARP”) funding. The Bank later withdrew its TARP application at the request of the Federal Reserve.

10. During an October 2009 examination, the Federal Reserve determined that Bank insiders relied on a series of unsafe and unsound practices to mask the extent of the Bank’s non-performing assets. The Federal Reserve also concluded that the Bank had not adequately accounted for its expected loan losses, and so the Federal Reserve required the Bank to restate its January to September 2009 financial results.

11. Given the severity of the Federal Reserve’s findings, the Bank was required to enter into a Written Agreement (the “Agreement”) with its regulators on or about July 2, 2010. Among other things, the Agreement prohibited the Bank from extending, renewing, or restructuring any loans to specific troubled borrowers without the explicit approval of the Bank’s Board of Directors.

12. Mounting losses continued to erode the Bank’s capital. Accordingly, on or about September 30, 2010, the Bank ceased to be “well capitalized” and could no longer accept or renew brokered deposits, absent a waiver from the Federal Deposit Insurance Corporation. On or about June 30, 2011, the Board of Governors of the Federal Reserve System issued a prompt corrective action directive indicating that the Bank had become “critically undercapitalized,” and ordered the Bank to either obtain additional capital through an investor, or find a purchaser.

13. The Bank was unsuccessful. On or about September 23, 2011, the State Corporation Commission closed the Bank, and the Federal Deposit Insurance Corporation placed it into receivership. The Bank’s failure will cost the federal government through the deposit insurance fund in excess of \$260 million.

Bank Insiders

14. EDWARD J. WOODARD served as the Bank's Chief Executive Officer and Chairman of its Board of Directors for over three decades until he was forced to step down as Chairman of the Board in or about April 2010, and then ultimately forced to retire in or about December 2010. As both a director and executive officer of the Bank, EDWARD J. WOODARD was responsible for developing and executing the Bank's strategic plan, overseeing all of the Bank's affairs, managing the Bank's day-to-day operations, and keeping other board members informed about the Bank's financial condition and the adequacy of its policies, procedures and internal controls. From in or about January 2008 through in or about December 2010, EDWARD J. WOODARD received over \$2.6 million in compensation and other payments from the Bank. EDWARD J. WOODARD also received employment benefits, including but not limited to, use of a Lincoln Town Car, and a country club membership.

15. SIMON HOUNSLOW was employed by the Bank as an Executive Vice President and Chief Lending Officer until the Bank closed in or about September 2011. As an executive officer of the Bank, SIMON HOUNSLOW was responsible for operating the Bank in a safe and sound manner, and keeping the Board of Directors informed about the Bank's financial condition and the adequacy of its policies, procedures and internal controls. From in or about January 2008 through in or about September 2011, SIMON HOUNSLOW received over \$915,000 in compensation and other payments from the Bank. SIMON HOUNSLOW also received employment benefits, including but not limited to, use of a BMW 325L, and a country club membership.

16. STEPHEN G. FIELDS was employed by the Bank as an Executive Vice President and Commercial Loan Officer until he was terminated in or about December 2010. As an executive officer of the Bank, STEPHEN G. FIELDS was responsible for operating the Bank in a safe and sound manner, and keeping the Board of Directors informed about the Bank's financial condition and the adequacy of its policies, procedures and internal controls. From in or about January 2008 through in or about December 2010, STEPHEN G. FIELDS received over \$550,000 in compensation and other payments from the Bank. STEPHEN G. FIELDS also received employment benefits, including but not limited to, use of a Ford Expedition.

17. TROY BRANDON WOODARD was employed by a wholly-owned subsidiary of the Bank as a Vice President and Mortgage Loan Specialist until he was terminated in or about January 2011. From in or about January 2008 through in or about January 2011, TROY BRANDON WOODARD received over \$370,000 in compensation and other payments from the Bank. TROY BRANDON WOODARD also received employment benefits and preferential treatment, including but not limited to, commissions for loan referrals he did not generate, credit for loan and deposit accounts from other Bank employee's portfolios, as well as his own expense account. TROY BRANDON WOODARD is EDWARD J. WOODARD's son.

Troubled Borrowers

18. THOMAS E. ARNEY owned and operated a residential development company, several restaurants, rental properties, and a car restoration business. THOMAS E. ARNEY leased commercial office space from the Bank; his principal place of business was located on the third floor of the Bank's headquarters located at 403 Boush Street in Norfolk, Virginia.

19. DWIGHT A. ETHERIDGE owned and operated a residential and commercial development company, as well as an employment staffing company. DWIGHT A. ETHERIDGE had a principal place of business located at 6037 Providence Road in Virginia Beach, Virginia.

20. C.F. owned and operated a number of used car lots in the Hampton Roads area. His principal place of business was located at 3237 Virginia Beach Boulevard in Virginia Beach, Virginia.

21. George P. Hranowskyj and Eric H. Menden were partners; together they owned and operated numerous real estate investment and development entities. George P. Hranowskyj and Eric H. Menden had a principal place of business in the Wainwright Building located at 229 West Bute Street in Norfolk, Virginia.

B. THE CONSPIRACY

22. From in or about January 2008 through on or about September 23, 2011, the exact dates being unknown, in the Eastern District of Virginia and elsewhere, defendants EDWARD J. WOODARD, SIMON HOUNSLOW, STEPHEN G. FIELDS, TROY BRANDON WOODARD, THOMAS E. ARNEY, and DWIGHT A. ETHERIDGE knowingly and intentionally combined, conspired, and agreed with others known and unknown to commit an offense against the United States, to wit: bank fraud, that is, to knowingly execute, a scheme and artifice to defraud a financial institution and to obtain any of the moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of, a financial institution, by means of materially false and fraudulent pretenses, representations, and promises, in violation of Title 18, United States Code, Section 1344.

C. THE PURPOSE OF THE CONSPIRACY

23. It was a purpose of the conspiracy for Bank insiders to fraudulently conceal the Bank's true financial condition in many ways, including overdrawing demand deposit accounts to make loan payments, extending new loans or additional principal on existing loans to cover payment shortfalls, and funneling Bank-owned property to certain troubled borrowers, to the detriment of the Bank.

24. It was a further purpose of the conspiracy for Bank insiders to fraudulently provide preferential treatment to certain troubled borrowers, again to the detriment of the Bank.

25. It was a further purpose of the conspiracy for certain troubled borrowers, internally referred to as "friends of the Bank," to perform favors for Bank insiders, including favors to personally benefit Bank insiders.

D. THE WAYS, MANNER AND MEANS OF THE CONSPIRACY

The ways, manner and means, as well as the overt acts, by which the conspirators sought to accomplish the conspiracy included, but were not limited to, the following:

Concealing Past-Due Loans

26. The Bank's loan accounting system generated a report of customers who were past due on their loan payments. At the end of each month, Bank employees then manually created a report of all the loans that were 30 days or more past due. This monthly past-due report was presented to the Bank's Board of Directors at their monthly meeting so that they could monitor the level of loan delinquencies.

27. From in or about January 2008 through in or about March 2010, EDWARD J. WOODARD, SIMON HOUNSLOW, and STEPHEN G. FIELDS removed millions of dollars in

loans from the past-due report before it was presented to the Bank's Board of Directors.

Thereby, EDWARD J. WOODWARD, SIMON HOUNSLOW, and STEPHEN G. FIELDS concealed the Bank's true financial condition.

28. In particular, SIMON HOUNSLOW and STEPHEN G. FIELDS overdrew customer demand deposit accounts to make payments on loans, thereby converting secured loans into unsecured loans. This practice concealed the true extent of the Bank's past-due loans and hid loans that would otherwise have been included in the Bank's monthly past-due report.

29. SIMON HOUNSLOW and STEPHEN G. FIELDS also used loan proceeds, at times without authorization of the borrower, to make payments on wholly separate loans. Again, this practice concealed the true extent of the Bank's past-due loans and hid loans that would otherwise have been included in the Bank's monthly past-due report.

Lending Relationship with C.F.

30. C.F.'s motor company was known for selling and financing vehicles for buyers with limited access to other sources of credit.

31. After a sale, C.F.'s motor company sold each car loan contract to one of two affiliates that received the borrower's loan payments. N.M. Rothschild & Sons Ltd. ("Rothschild"), a London-based bank, provided financing for these two auto receivables affiliates. In turn, the portfolio of loan contracts served as collateral for the Rothschild loan.

32. The Bank of the Commonwealth acted as the indentured trustee of these auto receivables accounts, and thereby had a duty to hold the collateral for the benefit of Rothschild.

33. In or about January 2008, Rothschild called the approximately \$11 million loan amid accusations that C.F. misappropriated millions of dollars from the auto receivables

accounts that served as collateral for the loan to pay for among other things approximately \$1.2 million in past-due loan payments at the Bank of the Commonwealth.

34. On or about January 15, 2008, these C.F.-owned auto receivables affiliates, unable to pay the Rothschild loan, filed for Chapter 11 bankruptcy protection. In or about February 14, 2008, a trustee was appointed to oversee the bankruptcy case and investigate the allegations against C.F. and his related entities.

35. At the time, C.F. and his related entities guaranteed over \$16 million in loans at the Bank of the Commonwealth. However, C.F. was over \$88,000 past due on these loans and was overdrawn on two of his demand deposit accounts at the Bank by approximately \$182,959.03.

36. On or about April 15, 2008, EDWARD J. WOODARD and SIMON HOUNSLOW presented to the Bank's Board of Directors several financing options for new loans to C.F. and his related entities. The Board of Directors did not approve any loans to C.F. or his related entities, but instead instructed EDWARD J. WOODARD and SIMON HOUNSLOW to develop additional information.

37. Nevertheless, on or about May 1, 2008, SIMON HOUNSLOW, without the approval of the Board of Directors, sent a letter of commitment to C.F. indicating that the Bank approved his request for \$9 million in loans. On or about May 5, 2008, SIMON HOUNSLOW, again without the approval of the Board of Directors, sent a letter of commitment to C.F.'s son indicating that the Bank approved his request for a \$2 million line of credit.

38. On or about June 10, 2008, EDWARD J. WOODARD and SIMON HOUNSLOW learned that a federal grand jury was investigating C.F. based on allegations that he was involved in bankruptcy fraud.

39. Nevertheless, on or about June 27, 2008, EDWARD J. WOODARD and SIMON HOUNSLOW, again without the approval of the Board of Directors, caused the Bank to fund three loans totaling \$11 million to C.F. and his son, E.F. These funds were used to settle the bankruptcy that was the subject of the federal grand jury investigation.

40. From on or about April 15, 2008 through on or about August 6, 2008, EDWARD J. WOODARD and SIMON HOUNSLOW falsely represented in the Bank's records that the Board of Directors approved these loans before they were funded.

41. On or about September 3, 2008, EDWARD J. WOODARD and SIMON HOUNSLOW, again without the approval of the Board of Directors, caused the Bank to reduce the interest rate and extend the interest-only payment terms on C.F.'s outstanding loans at the Bank.

42. On or about September 30, 2008, less than three months after these \$11 million in loans were funded, the Bank established a \$9.9 million reserve for losses anticipated from the C.F. relationship. On or about June 17, 2009, less than one year after these \$11 million in loans were funded, the Bank charged off approximately \$9 million as a loss. At the same time, the Bank funded a new \$4 million consolidation loan as part of this relationship. By the end of 2009, the Bank charged off an additional \$1.3 million of this lending relationship.

Reciprocal Relationship with Thomas E. Arney

43. In or about January 2008, THOMAS E. ARNEY guaranteed over \$7 million in loans at the Bank. Although most of these loans required interest-only payments, THOMAS E. ARNEY had difficulty keeping all the loans current.

44. From on or about April 23, 2008 through on or about June 30, 2008, STEPHEN G. FIELDS caused the Bank to fund a \$175,000 loan knowing that the guarantor was a nominee borrower for THOMAS E. ARNEY, and that a portion of the loan proceeds would be used for THOMAS E. ARNEY's benefit.

45. On or about May 7, 2008, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund an \$185,000 loan to THOMAS E. ARNEY for the purchase of 100 shares of Bank of Currituck stock. At the request of EDWARD J. WOODARD and STEPHEN G. FIELDS and in an effort to disguise the Bank's involvement, THOMAS E. ARNEY was to purchase the shares and obtain a package of information only available to shareholders. Instead, THOMAS E. ARNEY used \$111,000 of the loan proceeds to purchase only 60 shares in his own name, and he used the remaining proceeds for his own personal purposes.

46. On or about May 30, 2008, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$339,000 loan to THOMAS E. ARNEY for the purpose of servicing "real estate investments." Instead, STEPHEN G. FIELDS and THOMAS E. ARNEY used the proceeds to make payments on THOMAS E. ARNEY's other loans at the Bank, and to pay off negative balances in his demand deposit accounts. The conspirators knew that these loan proceeds were to be used solely to service real estate investments, including the payment of real estate taxes and insurance.

47. On or about June 13, 2008, at the request of EDWARD J. WOODARD, THOMAS E. ARNEY purchased a condominium located at 388 Boush Street in Norfolk, Virginia. The condominium was owned by EDWARD J. WOODARD. From on or about May 28, 2008 through on or about June 13, 2008, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$433,000 loan to facilitate this fraudulent transaction.

48. From on or about September 30, 2008 through on or about March 23, 2009, STEPHEN G. FIELDS and SIMON HOUNSLOW caused the Bank to fund a \$150,000 line of credit knowing that the guarantor was a nominee borrower for THOMAS E. ARNEY, and that a portion of the loan proceeds would be used for THOMAS E. ARNEY's benefit.

49. In or about April 2009, the Bank fully funded a \$5.72 million loan to THOMAS E. ARNEY for the construction of a 27-unit condominium project known as Widgeon Point in Norfolk, Virginia. At the time, the project was not yet complete. Accordingly, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to distribute proceeds from the sales of condominium units to THOMAS E. ARNEY before the loan was paid off. Thereafter, THOMAS E. ARNEY, and others known and unknown, wrote checks to subcontractors for services purportedly rendered on the construction project. In fact, several of these subcontractors endorsed and cashed these checks, which were authorized by STEPHEN G. FIELDS, but returned the majority of the money to THOMAS E. ARNEY at his behest. THOMAS E. ARNEY used sale proceeds to make payments on past due loans at the Bank and elsewhere, and for other personal purposes.

50. On or about December 23, 2009, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$2,175,000 loan to THOMAS E. ARNEY for the purchase of Bank-owned property located at 251 Granby Street in Norfolk, Virginia. EDWARD J. WOODARD and STEPHEN G. FIELDS applied \$1,966,801 of the proceeds to pay off the underlying loan, and they advanced an additional \$157,718.40 supposedly for "working capital" and "to purchase two antique cars from BOC customer." Instead, THOMAS E. ARNEY used the proceeds to make payments on his other loans at the Bank, to pay off a negative balance in his demand deposit account, and for other personal purposes.

51. On or about December 30, 2009, at the request of EDWARD J. WOODARD, THOMAS E. ARNEY, through nominee borrowers, purchased property located at 1128 Battlefield Boulevard in Chesapeake, Virginia. The owner of the property had not made a payment on his loan at the Bank, which was secured by this property, since November 2006. EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$150,000 loan to facilitate this fraudulent transaction.

52. On or about February 26, 2010, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund an \$100,000 line of credit knowing that the guarantors were nominee borrowers for THOMAS E. ARNEY, and that a portion of the loan proceeds would be used for THOMAS E. ARNEY's benefit.

53. From in or about March 2010 and continuing through in or about July 2010, EDWARD J. WOODARD, SIMON HOUNSLOW and STEPHEN G. FIELDS caused the Bank to pay \$150,176 to THOMAS E. ARNEY for improvements he supposedly made at a failed condominium project financed by the Bank. These payments were booked into the Bank's accounts receivable ledger. EDWARD J. WOODARD, SIMON HOUNSLOW and STEPHEN G. FIELDS caused the Bank to fund these supposed improvements without verifying that the work was actually completed or the costs itemized in invoices were accurate.

54. On or about August 31, 2010, EDWARD J. WOODARD, SIMON HOUNSLOW and STEPHEN G. FIELDS caused the Bank to fund a \$325,000 loan to THOMAS E. ARNEY, through nominee borrowers, for the purchase of Bank-owned property located at 763-765 Granby Street in Norfolk, Virginia. EDWARD J. WOODARD, SIMON HOUNSLOW and STEPHEN G. FIELDS applied \$200,000 of the proceeds to pay off the underlying loan, and they

approved an additional \$125,000 supposedly to pay for improvements to the property. Instead, THOMAS E. ARNEY used a portion of the loan proceeds to make payments on his other loans at the Bank, and for other personal purposes.

Reciprocal Relationship with George P. Hranowskyj and Eric H. Menden

55. In or about January 2008, George P. Hranowskyj and Eric H. Menden had approximately \$23 million in outstanding principal balances on loans at the Bank. Although most of these loans required interest-only payments, George P. Hranowskyj and Eric H. Menden had difficulty keeping all the loans current.

56. In or about January 2006, George P. Hranowskyj and Eric H. Menden obtained a \$16 million loan from the Bank for the purchase and renovation of property located at 345 Granby Street in Norfolk, Virginia. From in or about 2006 through in or about December 2009, George P. Hranowskyj and Eric H. Menden submitted construction draw requests to the Bank for work purportedly completed at 345 Granby Street. The draw requests inflated the amounts owed subcontractors and included work that was not completed.

57. STEPHEN G. FIELDS caused the Bank to fund these construction draws without verifying that the work was actually completed or the costs itemized in the draw requests were accurate. George P. Hranowskyj and Eric H. Menden then deposited loan proceeds in the 345 Granby LLC demand deposit account.

58. On or about May 22, 2008, STEPHEN G. FIELDS authorized the Bank to cash a \$250,000 check written to George P. Hranowskyj from the 345 Granby LLC demand deposit account. That same day, STEPHEN G. FIELDS authorized the Bank to cash a \$250,000 check written to Eric H. Menden from the 345 Granby LLC demand deposit account. The conspirators

all knew that these funds were to be used solely for the renovation of 345 Granby Street.

Instead, George P. Hranowskyj and Eric H. Menden used these loan proceeds for their own personal purposes.

59. On or about November 21, 2008, STEPHEN G. FIELDS authorized the Bank to cash a \$100,000 check written to George P. Hranowskyj from the 345 Granby LLC demand deposit account. That same day, STEPHEN G. FIELDS authorized the Bank to cash a \$100,000 check written to Eric H. Menden from the 345 Granby LLC demand deposit account. The conspirators all knew that these funds were to be used solely for the renovation of 345 Granby Street. Instead, George P. Hranowskyj and Eric H. Menden used these proceeds for their own personal purposes.

60. On or about January 15, 2009, STEPHEN G. FIELDS authorized the Bank to cash a \$150,000 check written to George P. Hranowskyj from the 345 Granby LLC demand deposit account. That same day, STEPHEN G. FIELDS authorized the Bank to cash a \$150,000 check written to Eric H. Menden from the 345 Granby LLC demand deposit account. The conspirators all knew that these funds were to be used solely for the renovation of 345 Granby Street. Instead, George P. Hranowskyj and Eric H. Menden used these proceeds for their own personal purposes.

61. On or about June 11, 2009, STEPHEN G. FIELDS caused the Bank to fund a \$339,342.12 construction draw on the 345 Granby Street loan. This brought the outstanding principle balance on the loan to \$15,940,984.88.

62. With renovations at 345 Granby Street far from complete, on or about July 8, 2009, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to approve a

second loan for \$1.9 million loan to George P. Hranowskyj and Eric H. Menden purportedly for additional construction costs. EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund this second loan, and the full amount was disbursed by on or about September 15, 2009.

63. On or about October 21, 2009, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to increase the second loan to George P. Hranowskyj and Eric H. Menden by \$550,000 to \$2.45 million. On or about November 21, 2009, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fully fund the additional \$550,000 and used the loan proceeds to pay down overdrafts in demand deposit accounts related to the project.

64. On or about January 17, 2008, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden, through their entity Norfolk Property Development, LLC, purchased Bank-owned property located at 5573 Princess Anne Road in Virginia Beach, Virginia. From on or about January 17, 2008 through on or about March 4, 2008, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$226,500 loan to facilitate this fraudulent transaction.

65. On or about June 13, 2008, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden purchased property located at 40 Carolyn Way in Lexington, Virginia. The property was owned by TROY BRANDON WOODARD. From on or about May 28, 2008 through June 13, 2008, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$399,000 loan to facilitate this fraudulent transaction.

66. On or about June 13, 2008, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden purchased property located at 1502 Crawford Parkway in Portsmouth, Virginia. The property was also owned by TROY BRANDON WOODARD. EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$199,000 loan to facilitate this fraudulent transaction.

67. On or about June 27, 2008, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden purchased at a foreclosure auction Bank-owned property located at 1001 Monticello Avenue in Norfolk, Virginia. EDWARD J. WOODARD instructed the partners to bid up to a specific price so that the Bank could pay off the underlying loan for the property without recognizing an immediate loss. EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund an \$899,000 loan to facilitate this fraudulent transaction. EDWARD J. WOODARD and STEPHEN G. FIELDS applied \$659,340 of the proceeds to pay off the underlying loan, and they advanced an additional \$85,000 at closing. George P. Hranowskyj and Eric H. Menden used the additional proceeds from the closing for their own personal purposes.

68. On or about July 25, 2008, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden purchased at a foreclosure auction Bank-owned property located at 107 E. 39th Street in Norfolk, Virginia. Again, EDWARD J. WOODARD instructed the partners to bid up to a specific price so that the Bank could pay off the underlying loan for the property without recognizing an immediate loss. EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$231,500 loan to facilitate this fraudulent transaction.

69. On or about November 3, 2008, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden purchased a condominium located at 429 York Street in Norfolk, Virginia. The condominium was owned by TROY BRANDON WOODARD. EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund two principal advances on two separate loans for a total of approximately \$396,128.78 to provide the partners the money to purchase the property.

70. On or about January 7, 2009, EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund a \$250,000 loan to George P. Hranowskyj and Eric H. Menden using as collateral the newly purchased condominium on York Street.

71. On or about November 10, 2008, George P. Hranowskyj and Eric H. Menden paid for a \$6,413.90 renovation to STEPHEN G. FIELDS's kitchen.

72. From on or about June 2010 through on or about December 30, 2010, at the request of EDWARD J. WOODARD, George P. Hranowskyj and Eric H. Menden made two payments totaling approximately \$15,000 to TROY BRANDON WOODARD.

73. On or about June 9, 2010, at the request of EDWARD J. WOODARD, Eric H. Menden, through a nominee borrower, purchased Bank-owned property located at 1048 Crawford Parkway in Portsmouth, Virginia. From on or about April 30, 2010 through on or about June 9, 2010, EDWARD J. WOODARD and SIMON HOUNSLOW caused the Bank to fund a \$202,500 loan to facilitate this fraudulent transaction.

74. On or about June 28, 2010, at the request of EDWARD J. WOODARD, Eric H. Menden, through a nominee borrower, purchased three parcels of Bank-owned property. From on or about May 17, 2010 through on or about June 28, 2010, EDWARD J. WOODARD and

SIMON HOUNSLOW caused the Bank to fund a \$1.325 million loan to facilitate this fraudulent transaction. EDWARD J. WOODARD and SIMON HOUNSLOW applied \$1,077,928 of the proceeds to pay off the underlying loans, and they advanced an additional \$247,000 supposedly to pay for improvements to the properties. Instead, Eric H. Menden used a portion of the proceeds for his own personal purposes.

75. On or about August 31, 2010, at the request of EDWARD J. WOODARD, Eric H. Menden, through a nominee borrower, purchased Bank-owned property located at 225 Hough Avenue in Norfolk, Virginia. From on or about August 12, 2010 through on or about August 31, 2010, EDWARD J. WOODARD and SIMON HOUNSLOW caused the Bank to fund a \$108,000 loan to facilitate this fraudulent transaction.

76. In or about October 2010, at the request of EDWARD J. WOODARD, Eric H. Menden, through a nominee borrower, attempted to purchase six properties in Alabama. The properties were owned in part by TROY BRANDON WOODARD. On or about September 29, 2010, EDWARD J. WOODARD and SIMON HOUNSLOW attempted to cause the Bank to fund a \$1,310,466 loan to facilitate this fraudulent transaction.

Reciprocal Relationship with Dwight A. Etheridge

77. In or about January 2010, DWIGHT A. ETHERIDGE guaranteed over \$8 million in loans at the Bank. Although most of these loans required interest-only payments, DWIGHT A. ETHERIDGE had difficulty keeping all the loans current.

78. On or about February 12, 2010, EDWARD J. WOODARD, and others known and unknown, caused the Bank to fund a \$250,000 loan to DWIGHT A. ETHERIDGE, through his company, Tivest Development and Construction, LLC, for pre-development costs of an office

tower project in Norfolk, Virginia. On or about March 3, 2010, EDWARD J. WOODARD caused the Bank to increase the amount of the loan from \$250,000 to \$730,000. The conspirators knew that these loan proceeds were to be used solely for pre-development costs of the office tower project. Instead, DWIGHT A. ETHERIDGE used a portion of these proceeds to make payments on his other loans at the Bank, and for other personal purposes.

79. On or about March 3, 2010, EDWARD J. WOODARD, and others known and unknown, caused the Bank to fund a \$4.111 million loan to DWIGHT A. ETHERIDGE, through his company Tivest Development and Construction, LLC, for the purchase of a stalled condominium project located at 310 24th Street in Virginia Beach, Virginia. EDWARD J. WOODARD applied \$2.075 million of the proceeds to pay down the underlying loan, and he advanced an additional \$2.036 million purportedly for construction costs and interest carry.

80. From in or about March 2010 through in or about October 2010, DWIGHT A. ETHERIDGE submitted eight fraudulent construction draw requests to the Bank for the 24th Street condominium project. EDWARD J. WOODARD, and others known and unknown, caused the Bank to fund all these draw requests without verifying that the work was actually completed or the costs itemized in the draw requests were accurate. The conspirators knew that these loan proceeds were to be used solely for the construction of the 24th Street condominium project. Instead, DWIGHT A. ETHERIDGE used a portion of these proceeds to make payments on his other loans at the Bank, and for other personal purposes.

81. On or about November 3, 2010, EDWARD J. WOODARD caused the Bank to fund a \$250,000 loan to DWIGHT A. ETHERIDGE, through his company Genesis Staffing, Inc., for operational costs. The conspirators knew that these loan proceeds were to be used

solely for the company's operational costs. Instead, at EDWARD J. WOODARD's direction, a Bank employee instructed DWIGHT A. ETHERIDGE to conceal the true nature of the transaction by transferring the loan proceeds to another financial institution before making any interest payments on other loans at the Bank. Thereafter, DWIGHT A. ETHERIDGE used a portion of these proceeds to make payments on his other loans at the Bank, and for other personal purposes.

(In violation of Title 18, United States Code, Section 1349.)

COUNTS TWO THROUGH SIX
(False Entry in a Bank Record)

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, in the Eastern District of Virginia, defendants SIMON HOUNSLOW and STEPHEN G. FIELDS with intent to injure and defraud the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, and to deceive any officer of the Bank, the Federal Deposit Insurance Corporation, any agent or examiner appointed to examine the affairs of such bank, and the Board of Governors of the Federal Reserve System, knowingly made a false entry in the books, reports, statements of the Bank, in that defendants SIMON HOUNSLOW and STEPHEN G. FIELDS represented in loan statements, past due reports, and other Bank records, that certain loans were current, when in fact, as the defendants well knew the loans were past due. Each false entry constitutes a separate count of this indictment as indicated:

| Count | Defendant | Date | False Entry |
|-------|-------------------|------------|--|
| 2 | SIMON HOUNSLOW | 09/30/2008 | A past due report indicated that 5 separate loans guaranteed by R.R. and/or V.R. were not past due. |
| 3 | SIMON HOUNSLOW | 12/31/2008 | A past due report indicated loans (account xxxx946 and account xxxx894) were not past due. |
| 4 | SIMON HOUNSLOW | 8/31/2009 | A past due report indicated loan (account xxxx313) was not past due. |
| 5 | STEPHEN G. FIELDS | 1/31/2008 | A past due report indicated that 11 separate loans guaranteed by George P. Hranowskyj and/or Eric H. Menden were not past due. |
| 6 | STEPHEN G. FIELDS | 3/31/2008 | A past due report indicated loan (account xxxx399) was not past due. |

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNT SEVEN
(Misapplication of Bank Funds)

THE GRAND JURY FURTHER CHARGES THAT:

On or about November 30, 2009 through on or about December 7, 2009, in the Eastern District of Virginia, defendant SIMON HOUNSLOW, being an officer, director, agent, and employee of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, with the intent to injure and defraud the Bank of the Commonwealth, willfully misapplied, embezzled, abstracted and purloined moneys, funds, and credits intrusted to the custody and care of the Bank, in that defendant SIMON HOUNSLOW caused the Bank to release a lien and distribute approximately \$570,000 from the sale of a condominium unit to troubled borrower, M.B, when in fact, the defendant knew that the money was required to be used to pay down a \$12.6 million construction loan owed to the Bank.

(In violation of Title 18, United States Code, Sections 656 and 2.)

COUNT EIGHT
(False Entry in a Bank Record)

THE GRAND JURY FURTHER CHARGES THAT:

On or about August 6, 2008, in the Eastern District of Virginia, defendant EDWARD J. WOODARD with intent to injure and defraud the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, and to deceive any officer of the Bank, the Federal Deposit Insurance Corporation, any agent or examiner appointed to examine the affairs of such bank, and the Board of Governors of the Federal Reserve System, knowingly made a false entry in the books, reports, and statements of the Bank, in that defendant EDWARD J. WOODARD indicated in meeting minutes for the Executive Loan Committee that the Bank's Board of Directors approved three loans totaling \$11 million to C.F. and his son at an April 15, 2008 meeting, when in fact, the defendant knew that the Board of Directors never approved these loans.

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNT NINE
(False Entry in a Bank Record)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about June 30, 2008 through on or about August 6, 2008, in the Eastern District of Virginia, defendant SIMON HOUNSLOW with intent to injure and defraud the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, and to deceive any officer of the Bank, the Federal Deposit Insurance Corporation, any agent or examiner appointed to examine the affairs of such bank, and the Board of Governors of the Federal Reserve System, knowingly made a false entry in the books, reports, and statements of the Bank, in that defendant SIMON HOUNSLOW indicated in a commercial credit review that the Bank's Board of Directors approved three loans totaling \$11 million to C.F. and his son at an April 15, 2008 meeting, when in fact, the defendant knew that the Board of Directors never approved these loans.

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNT TEN
(Misapplication of Bank Funds)

THE GRAND JURY FURTHER CHARGES THAT:

On or about May 7, 2008 through on or about May 22, 2008, in the Eastern District of Virginia, defendant STEPHEN G. FIELDS, being an officer, director, agent, and employee of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, with defendant THOMAS E. ARNEY, being aided and abetted, each by the other, with the intent to injure and defraud the Bank of the Commonwealth, willfully misapplied, embezzled, abstracted and purloined moneys, funds, and credits intrusted to the custody and care of the Bank, in that defendant STEPHEN G. FIELDS caused the Bank to fund an \$185,000 loan to THOMAS E. ARNEY for the purchase of 100 shares of stock, when in fact, the defendants knew a portion of the loan proceeds would be used for other purposes.

(In violation of Title 18, United States Code, Sections 656 and 2.)

COUNT ELEVEN
(Unlawful Participation in a Loan)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about May 28, 2008 through on or about June 13, 2008, in the Eastern District of Virginia, defendant EDWARD J. WOODARD, being an officer, director, agent, and employee of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, with defendant THOMAS E. ARNEY, being aided and abetted, each by the other, with the intent to defraud the Bank of the Commonwealth, knowingly participated, shared in and received (directly or indirectly), money, profit, property and benefits through a transaction, loan, commission, contract or other act of the Bank, in that EDWARD J. WOODARD caused the Bank to fund a \$433,000 loan to THOMAS E. ARNEY for the purchase of a condominium owned by EDWARD J. WOODARD, located at 388 Boush Street in Norfolk, Virginia.

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNT TWELVE
(Bank Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

1. From in or about January 2008 through in or about December 2008, in the Eastern District of Virginia and elsewhere, defendant THOMAS E. ARNEY, being aided and abetted by others, knowingly executed and attempted to execute a scheme and artifice to defraud the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of the Bank of the Commonwealth, by means of materially false pretenses, representations, and promises, which scheme and artifice, and the execution thereof, was in substance as follows:

2. Beginning in or about January 2008 and continuing through in or about December 2008, THOMAS E. ARNEY, using his influence with Bank insiders, arranged for borrower O.W. to fraudulently obtain loans from the Bank. THOMAS E. ARNEY received undisclosed kickback payments from borrower O.W. in exchange for the Bank's approval of these loans.

3. In particular, on or around November 2008, THOMAS E. ARNEY agreed to assist borrower O.W. in obtaining a \$250,000 loan from the Bank in exchange for \$25,000 in loan proceeds.

4. On or about December 4, 2008, THOMAS E. ARNEY caused to be submitted to the Bank a loan application that contained materially false representations and omissions and caused the Bank to fund a \$177,260 loan to borrower O.W., although the loan was essentially unsecured by collateral.

5. On or about December 4, 2008, at the direction of THOMAS E. ARNEY, borrower O.W. cashed a \$25,000 loan proceeds check, which was approved by STEPHEN G. FIELDS but falsely represented the purpose of the proceeds. At the direction of THOMAS E. ARNEY, borrower O.W. then hand delivered \$25,000 in cash to THOMAS E. ARNEY.

(In violation of Title 18, United States Code, Sections 1344 and 2.)

COUNT THIRTEEN
(False Statement to a Financial Institution)

THE GRAND JURY FURTHER CHARGES THAT:

From in or about November 2009 through in or about December 30, 2009, in the Eastern District of Virginia, defendants EDWARD J. WOODARD, STEPHEN G. FIELDS, and THOMAS E. ARNEY, aided and abetted other known conspirators who knowingly made a false statement and report for the purpose of influencing the action of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, in connection with an application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, and loan, in that defendants EDWARD J. WOODARD, STEPHEN G. FIELDS and THOMAS E. ARNEY caused the Bank to approve a \$150,000 loan to nominee borrowers, when in fact, the defendants knew that the actual guarantor of this loan was THOMAS E. ARNEY.

(In violation of Title 18, United States Code, Sections 1014 and 2.)

COUNT FOURTEEN
(Misapplication of Bank Funds)

THE GRAND JURY FURTHER CHARGES THAT:

On or about February 26, 2010, in the Eastern District of Virginia, defendants EDWARD J. WOODARD and STEPHEN G. FIELDS, being officers, directors, agents, and employees of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, with defendant THOMAS E. ARNEY, being aided and abetted, each by the other, with the intent to injure and defraud the Bank of the Commonwealth, willfully misapplied, embezzled, abstracted and purloined moneys, funds, and credits intrusted to the custody and care of the Bank, in that defendants EDWARD J. WOODARD and STEPHEN G. FIELDS caused the Bank to fund an \$100,000 line of credit knowing that the guarantors were nominee borrowers for THOMAS E. ARNEY, and that a portion of the loan proceeds would be used for THOMAS E. ARNEY's benefit.

(In violation of Title 18, United States Code, Sections 656 and 2.)

COUNT FIFTEEN

(False Statement to a Financial Institution)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about February 20, 2010 through on or about August 31, 2010, in the Eastern District of Virginia, defendants EDWARD J. WOODARD, STEPHEN G. FIELDS, SIMON HOUNSLOW, and THOMAS E. ARNEY aided and abetted other known conspirators who knowingly made a false statement and report for the purpose of influencing the action of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, in connection with an application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, and loan, in that defendants EDWARD J. WOODARD, STEPHEN G. FIELDS, SIMON HOUNSLOW, and THOMAS E. ARNEY caused the Bank to approve a \$325,000 loan to nominee borrowers R.A. and A.A., when in fact, the defendants knew that the actual guarantor and the true beneficiary of this loan was THOMAS E. ARNEY.

(In violation of Title 18, United States Code, Sections 1014 and 2.)

COUNT SIXTEEN
(Unlawful Participation in a Loan)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about May 28, 2008 through on or about June 13, 2008, in the Eastern District of Virginia, defendants EDWARD J. WOODARD and TROY BRANDON WOODARD, being officers, directors, agents, and employees of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, being aided and abetted, each by the other, with the intent to defraud the Bank of the Commonwealth, knowingly participated, shared in and received (directly or indirectly), money, profit, property and benefits through a transaction, loan, commission, contract or other act of the Bank, in that EDWARD J. WOODARD caused the Bank to fund a \$399,000 loan to George P. Hranowskyj and Eric H. Menden for the purchase of property owned by TROY BRANDON WOODARD, located at 40 Carolyn Way in Lexington, Virginia.

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNT SEVENTEEN
(Unlawful Participation in a Loan)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about May 28, 2008 through on or about June 13, 2008, in the Eastern District of Virginia, defendants EDWARD J. WOODARD and TROY BRANDON WOODARD, being officers, directors, agents, and employees of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, being aided and abetted, each by the other, with the intent to defraud the Bank of the Commonwealth, knowingly participated, shared in and received (directly or indirectly), money, profit, property and benefits through a transaction, loan, commission, contract or other act of the Bank, in that EDWARD J. WOODARD caused the Bank to fund a \$199,000 loan to George P. Hranowskyj and Eric H. Menden for the purchase of property owned by TROY BRANDON WOODARD, located at 1502 Crawford Parkway in Portsmouth, Virginia.

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNT EIGHTEEN
(Unlawful Participation in a Loan)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about February 19, 2008 through on or about November 3, 2008, in the Eastern District of Virginia, defendants EDWARD J. WOODARD and TROY BRANDON WOODARD, being officers, directors, agents, and employees of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, being aided and abetted, each by the other, with the intent to defraud the Bank of the Commonwealth, knowingly participated, shared in and received (directly or indirectly), money, profit, property and benefits through a transaction, loan, commission, contract or other act of the Bank, in that EDWARD J. WOODARD caused the Bank to fund two principal advances on two outstanding loans totaling approximately \$396,128.78 to provide George P. Hranowskyj and Eric H. Menden with money to purchase a condominium owned by TROY BRANDON WOODARD, located at 429 York Street in Norfolk, Virginia.

(In violation of Title 18, United States Code, Sections 1005 and 2.)

COUNTS NINETEEN THROUGH TWENTY-TWO
(False Statement to a Financial Institution)

THE GRAND JURY FURTHER CHARGES THAT:

On or about the dates set forth below, in the Eastern District of Virginia, DWIGHT A. ETHERIDGE, being aided and abetted by others, knowingly made a false statement and report for the purpose of influencing the action of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, in connection with an application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, and loan, in that defendant DWIGHT A. ETHERIDGE submitted fraudulent and inflated construction draw requests to the Bank, when in fact, the defendant knew that some of the work itemized in the requests was not completed. Each false statement constitutes a separate count of this indictment as indicated:

| Count | Date | Draw Request | False Entry |
|-------|-----------|--------------|---|
| 19 | 7/01/2010 | \$247,100.00 | A spreadsheet attached to the draw request indicated that \$25,000 was spent on exterior siding and trim, \$25,000 was spent on flooring, and \$12,500 was spent on ceramic tile. |
| 20 | 8/05/2010 | \$226,100.00 | A spreadsheet attached to the draw request indicated that \$25,000 was spent on insulation, \$40,000 was spent on drywall, \$40,000 was spent on interior trim, and \$12,500 was spent on painting. |
| 21 | 9/01/2010 | \$251,704.00 | A spreadsheet attached to the draw request indicated that \$38,478 was spent on painting, \$41,200 was spent on flooring, \$18,500 was spent on landscaping, and \$4,000 was spent on a final clean of the condominium units. |
| 22 | 9/28/2010 | \$221,849.38 | A spreadsheet attached to the draw request indicated that \$21,500 was spent on exterior siding and trim, \$21,116 was spent on drywall, \$22,225 was spent on interior trim, and \$19,750 was spent on ceramic tile. |

(In violation of Title 18, United States Code, Sections 1014 and 2.)

COUNT TWENTY-THREE
(Misapplication of Bank Funds)

THE GRAND JURY FURTHER CHARGES THAT:

On or about November 4, 2010, in the Eastern District of Virginia, defendant EDWARD J. WOODARD, being an officer, director, agent, and employee of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, with defendant DWIGHT A. ETHERIDGE, being aided and abetted, each by the other, with the intent to injure and defraud the Bank of the Commonwealth, willfully misapplied, embezzled, abstracted and purloined moneys, funds, and credits intrusted to the custody and care of the Bank, in that EDWARD J. WOODARD caused the Bank to fund a \$250,000 loan to DWIGHT A. ETHERIDGE, through his company Genesis Staffing, Inc., knowing that the loan was essentially unsecured by collateral and that loan proceeds would be used to make interest payments on other loans at the Bank.

(In violation of Title 18, United States Code, Sections 656 and 2.)

COUNT TWENTY-FOUR
(False Statement to a Financial Institution)

THE GRAND JURY FURTHER CHARGES THAT:

From on or about July 28, 2009 through on or about March 3, 2010, in the Eastern District of Virginia, DWIGHT A. ETHERIDGE, knowingly made a false statement and report for the purpose of influencing the action of the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, in connection with an application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, and loan, in that defendant DWIGHT A. ETHERIDGE falsely represented that Tivest Development & Construction, LLC earned business income of \$989,184 in tax year 2008.

(In violation of Title 18, United States Code, Section 1014 and 2.)

COUNT TWENTY-FIVE
(Bank Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

1. Beginning in or about July 2006, EDWARD J. WOODARD led a rapid expansion of the Bank's branch network. In an effort to enrich Bank insiders, EDWARD J. WOODARD identified locations for individual branches, arranged for Bank insiders and their relatives to acquire ownership interests in the real property and improvements where branches were ultimately built, and, at times, accepted lease provisions and other terms unfavorable to the Bank.

2. From in or about July 2007 through in or about January 2009, in the Eastern District of Virginia, defendants EDWARD J. WOODARD and TROY BRANDON WOODARD, being aided and abetted by others, knowingly executed and attempted to execute a scheme and artifice to defraud the Bank of the Commonwealth, a financial institution that was insured by the Federal Deposit Insurance Corporation, and to obtain moneys, funds, credits, assets, securities, and other property owned by, and under the custody and control of the Bank of the Commonwealth, by means of materially false pretenses, representations, and promises, which scheme and artifice, and the execution thereof, was in substance as follows:

3. In or about August 2008, while the Bank constructed a branch on property owned and controlled by TROY BRANDON WOODARD in Suffolk, Virginia, EDWARD J. WOODARD and TROY BRANDON WOODARD, directed a contractor to fraudulently submit to the Bank invoices associated with renovations to the home of TROY BRANDON WOODARD and to falsely represent the invoices as costs related to construction of the Suffolk branch.

4. In or about August 2008 through in or about January 2009, EDWARD J. WOODARD and TROY BRANDON WOODARD caused the Bank to pay fraudulent invoices purportedly related to construction of the Bank's Suffolk branch, when in fact, the defendants knew that the expenses were for personal purposes and the benefit of TROY BRANDON WOODARD.

5. As a result of the aforesaid scheme and artifice, the defendants defrauded the Bank of funds in excess of \$81,000.

(In violation of Title 18, United States Code, Sections 1344 and 2.)

FORFEITURE

1. Pursuant to Federal Rule of Criminal Procedure 32.2, the defendants are advised that, upon conviction of any of the offenses charged in Counts One through Twenty-five of this indictment, they shall forfeit to the United States:

a. Any property, real or personal, which constitutes or is derived from proceeds traceable to, or obtained, directly or indirectly, as a result of, such violation, pursuant to 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(2), and 28 U.S.C. § 2461(c); and

b. Any other property belonging to the defendants, up to the value of the property subject to forfeiture, if any property subject to forfeiture, as a result of any act or omission of the defendant: (a) cannot be located upon the exercise of due diligence; (b) has been transferred to, sold to, or deposited with a third party; (c) has been placed beyond the jurisdiction of the Court; (d) has been substantially diminished in value; or (e) has been commingled with other property that cannot be divided without difficulty.

2. Property subject to forfeiture includes, but is not limited to:

a. A sum of money in excess of \$71 million which represents the proceeds of the charged offenses, that, upon entry of an order of forfeiture, shall be reduced to a monetary judgment.

b. The following specific assets which constitute proceeds of the offenses charged herein, and property traceable thereto as well as substitute property therefor, including, but are not limited to:

Real Property

388 Boush Street, Unit 405, Norfolk, Virginia (Edward J. Woodard)

511 Brackenridge Avenue, Norfolk, Virginia
(Edward J. Woodard & Troy Brandon Woodard)

1306 Harmott Avenue, Norfolk, Virginia (Edward J. Woodard)

400 Oak Grove Road, Norfolk, Virginia (Edward J. Woodard)

4176 South Plaza Trail, Virginia Beach, Virginia (Edward J. Woodard)

1122 Alexandria Lane, Chesapeake, Virginia 23320 (Simon Hounslow)

987 Speight Lyons Loop, Chesapeake, Virginia 23322 (Stephen G. Fields)

5304 Chestnut Bluff Place, Midlothian, Virginia 23112 (Stephen G. Fields)

562 Caratoke Highway, Moyock, North Carolina (Troy Brandon Woodard)

8468 Caratoke Highway, Powells Point, North Carolina (Troy Brandon Woodard)

9030 Caratoke Highway, Harbinger, North Carolina (Troy Brandon Woodard)

221 Western Avenue, Suffolk, Virginia (Troy Brandon Woodard)

1609 13th Place S, Birmingham, Alabama (Troy Brandon Woodard)

1325 14th Avenue S, Birmingham, Alabama (Troy Brandon Woodard)

1138 16th Avenue S, Birmingham, Alabama (Troy Brandon Woodard)

1138 18th Avenue S, Birmingham, Alabama (Troy Brandon Woodard)

1720 Cullom Street S, Birmingham, Alabama (Troy Brandon Woodard)

2431 Gawain Drive, Hoover, Alabama (Troy Brandon Woodard)

1831 Tall Timbers Drive, Hoover, Alabama (Troy Brandon Woodard)

126 S. Battlefield Boulevard, Chesapeake, Virginia (31 Acre Parcel in Virginia and
North Carolina) (Thomas E. Arney)

1128 N. Battlefield Boulevard, Suite 101, Chesapeake, Virginia (Thomas E. Arney)

1128 N. Battlefield Boulevard, Suite 102, Chesapeake, Virginia (Thomas E. Arney)

1128 N. Battlefield Boulevard, Suite 106, Chesapeake, Virginia (Thomas E. Arney)

00001 Bray Drive, Chesapeake, Virginia (Thomas E. Arney)

321 Cedar Road, Chesapeake, Virginia (Thomas E. Arney)

634 Cedar Road, Chesapeake, Virginia (Thomas E. Arney)

537 Dove Drive, Chesapeake, Virginia (Thomas E. Arney)

545 Dove Drive, Chesapeake, Virginia (Thomas E. Arney)

552 Dove Drive, Chesapeake, Virginia (Thomas E. Arney)

557 Dove Drive, Chesapeake, Virginia (Thomas E. Arney)

1209 Mill Stream Way, Chesapeake, Virginia (Thomas E. Arney)

936 Professional Place, Units B5 and B7, Chesapeake, Virginia (Thomas E. Arney)

936 Professional Place, Unit 9B, Chesapeake, Virginia (Thomas E. Arney)

00002 Willow Lake Road, Chesapeake, Virginia (Thomas E. Arney)

109 E. 26th Street, Norfolk, Virginia (Thomas E. Arney)

717 Granby Street, Norfolk, Virginia (Thomas E. Arney)

763-765 Granby Street, Norfolk, Virginia (Thomas E. Arney)

2514 Granby Street, Norfolk, Virginia (Thomas E. Arney)

4004 Killam Avenue, Norfolk, Virginia (Thomas E. Arney)

121 Colony Drive, Edenton, North Carolina (Thomas E. Arney)

369 Caratoke Highway, Moyock, North Carolina (Thomas E. Arney)

371 Caratoke Highway, Moyock, North Carolina (Thomas E. Arney)

373 Caratoke Highway, Moyock, North Carolina (Thomas E. Arney)

383 Caratoke Highway, Moyock, North Carolina (Thomas E. Arney)

385 Caratoke Highway, Moyock, North Carolina (Thomas E. Arney)

473 Caratoke Highway, Moyock North Carolina (Thomas E. Arney)

Lots 5-9 Caratoke Highway, Moyock, North Carolina (Thomas E. Arney)

6579 Caratoke Highway, Grandy, North Carolina (Thomas E. Arney)

102 Daybreak Court, Grandy, North Carolina (Thomas E. Arney)

117 Lazy Corner Road, Moyock, North Carolina (Thomas E. Arney)

129 Lazy Corner Road, Moyock, North Carolina (Thomas E. Arney)

Lot 29, Nicholas Village, Moyock, North Carolina (Thomas E. Arney)

1013 Broward Way, Chesapeake, Virginia (Dwight A. Etheridge)

310 24th Street, Virginia Beach, Virginia (Dwight A. Etheridge)

323 W. 28th Street, Norfolk, Virginia (Dwight A. Etheridge)

2961 Bayne Avenue, Norfolk, Virginia (Dwight A. Etheridge)

1525 Dungee Street, Norfolk, Virginia (Dwight A. Etheridge)

1533 Dungee Street, Norfolk, Virginia (Dwight A. Etheridge)

1539 Dungee Street, Norfolk, Virginia (Dwight A. Etheridge)

2951 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2955 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2959 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2963 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2967 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2971 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2975 Woodland Avenue, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #1, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #1A, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #2, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #2A, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #2C, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #3, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #3A, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #3C, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #4, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #G1, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #G2, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #G3, Norfolk, Virginia (Dwight A. Etheridge)

2932 E. Virginia Beach Boulevard, #G5, Norfolk, Virginia (Dwight A. Etheridge)

Vehicles

2006 Lincoln Town Car (black), VIN: 1LNHM85V26Y625404 (Edward J. Woodard)

2006 Lincoln Town Car (white), VIN: 1LNHM82W86Y605283 (Edward J. Woodard)

2004 Ford F150 Truck, VIN: 1FTPW125X4KB01102
(Edward J. Woodard & Troy Brandon Woodard)

2006 BMW 325i, VIN: WBAVB13526PT10788 (Simon Hounslow)

2006 Nissan Pathfinder, VIN: 5N1AR18W86C678281 (Simon Hounslow)

2004 Ford Expedition XLT, VIN: 1FMFU16L44LA13355 (Stephen G. Fields)

2003 Ford Expedition XLT, VIN: 1FMPU16W03LC15641 (Stephen G. Fields)

1992 GMC SUV, VIN: 1GKEK18K6NJ713308 (Thomas E. Arney)

2003 Ford F250 Truck, VIN: 1FTNW21P83EC42294 (Thomas E. Arney)

2005 Mercedes CLK320 Convertible, VIN: WDBTK65G55TO42152 (Thomas E. Arney)

2005 Chrysler 300, VIN: 2C3JA43RX5H136906 (Dwight A. Etheridge)

1998 Ford F700 Truck, VIN: 1FDNF70JWVA19548, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

2006 Jeep Liberty, VIN: 1J4GL58K86W181308, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

1999 Porsche 911 Coupe, VIN: WP0AA2995XS620372, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

1997 GMC G3500 Van, VIN: 1GJHG39R3V1099215, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

2002 Chevrolet Suburban, VIN 3GNEC16Z02G308168, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

2000 Ford Econoline E350, VIN 1FBSS31L3YHB82081, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

2004 GMC Denali, VIN: 1GKFK66U54J240666, in the name of Genesis Staffing, Inc. (Dwight A. Etheridge)

Bank Accounts

BB&T Bank, No. 159147479, in the name of Edward J. Woodard and other(s)

Heritage Bank, No. 2012359507, in the name of a nominee, up to \$60,930 representing the fraud proceeds deposited into the account (Edward J. Woodard)

Southern Bank, No. 5983, in the name of Simon Hounslow and other(s)

Southern Bank, No. 2346400, in the name of Simon Hounslow and other(s)

Chartway Federal Credit Union, No. 671406, in the name of Simon Hounslow

Southern Bank, No. 2461, in the name of Stephen Fields and other(s)

Bank of Hampton Roads, No. 1020900, in the name of Arney Investments (Thomas E. Arney)

Bank of Hampton Roads, No. 1021133, in the name of Cedar Road (Thomas E. Arney)

Bank of Hampton Roads, No. 1018051, in the name of Freedom Trucks & Cars
(Thomas E. Arney)

Bank of Hampton Roads, No. 1020889, in the name of Slick Investments LLC
(Thomas E. Arney)

Bank of Hampton Roads, No. 1021117, in the name of TEA Investments
(Thomas E. Arney)

Bank of Hampton Roads, No. 155594, in the name of a nominee, up to \$9,000
representing the fraud proceeds deposited into the account (Thomas E. Arney)

Bank of Hampton Roads, No. 2010204077, in the name of Hampton Roads Tire &
Wheels (Thomas E. Arney)

Bank of Hampton Roads, No. 2010204192, in the name of TEA Investments LLC
(Thomas E. Arney)

Bank of Hampton Roads, No. 2010247639, in the name of Freedom Trucks and Cars
LLC (Thomas E. Arney)

Bank of Hampton Roads, No. 2010204549, in the name of R&A Assets (Thomas E.
Arney)

Bank of Hampton Roads, No. 2010256408, in the name of KWL INC T/A Havanas
(Thomas E. Arney)

Southern Bank, No. 1157663, in the name of Arney Powell Ventures (Thomas E. Arney)

Southern Bank, No. 1159658, in the name of Arney Ventures (Thomas E. Arney)

Southern Bank, No. 1174592, in the name of Freedom Trucks & Cars
(Thomas E. Arney)

Southern Bank, No. 1156896, in the name of KWL/Havana (Thomas E. Arney)

Southern Bank, No. 1133438, in the name of Maxwells Tavern (Thomas E. Arney)

Southern Bank, No. 1133489, in the name of Maxwells Tax (Thomas E. Arney)

Southern Bank, No. 1182005, in the name of Pure Country (Thomas E. Arney)

Southern Bank, No. 1181998, in the name of R&A Assets (Thomas E. Arney)

Southern Bank, No. 1174304, in the name of Slick Investments (Thomas E. Arney)

Southern Bank, No. 1182358, in the name of TBV Investments (Thomas E. Arney)

Southern Bank, No. 2483114, in the name of Tommy Arney and other(s)

Southern Bank, No. 2483106, in the name of Tommy Arney and other(s)

Southern Bank, No. 1159534, in the name of Tivest Development and Construction, LLC
(Dwight A. Etheridge)

Southern Bank, No. 1174452, in the name of Tivest Development and Construction, LLC
(Dwight A. Etheridge)

Southern Bank, No. 1159577, in the name of Tivest Development and Construction, LLC
(Dwight A. Etheridge)

Southern Bank, No. 1159542, in the name of C&N Construction LLC
(Dwight A. Etheridge)

Southern Bank, No. 1182277, in the name of Tivest Properties, LLC
(Dwight A. Etheridge)

Towne Bank, No. 0221139796, in the name of C&N Investments & Developments,
trading as Tivest Development (Dwight A. Etheridge)

N.A.E. Federal Credit Union, No. 201774-S1, in the name of Genesis Staffing, Inc.
(Dwight A. Etheridge)

N.A.E. Federal Credit Union, No. 201774-S8, in the name of Genesis Staffing, Inc.
(Dwight A. Etheridge)

N.A.E. Federal Credit Union, No. 204193-S1, in the name of Dwight A. Etheridge

N.A.E. Federal Credit Union, No. 204193-S5, in the name of Dwight A. Etheridge

N.A.E. Federal Credit Union, No. 216574-S1, in the name of Tivest Development
(Dwight A. Etheridge)

N.A.E. Federal Credit Union, No. 216574-S8, in the name of Tivest Development
(Dwight A. Etheridge)

N.A.E. Federal Credit Union, No. 230060-S1, in the name of Tivest Builders (Dwight A.
Etheridge)

N.A.E. Federal Credit Union, No. 230060-S8, in the name of Tivest Builders (Dwight A. Etheridge)

N.A.E. Federal Credit Union, No. 209461-S1, in the name of Dwight A. Etheridge and other(s)

N.A.E. Federal Credit Union, No. 209461-S8, in the name of Dwight A. Etheridge and other(s)

Miscellaneous Items

Edward J. Woodard's interest in Benwood Holding Co., LLC

2006 Jayco Camping Trailer, VIN: 1UJAJ01FX71BB0559 (Simon Hounslow)

2006 Jayco Travel Trailer, VIN: 1UJBJ02K961JB0516 (Stephen G. Fields)

(All in accordance with Title 18, United States Code, Sections 982(a)(2) and 981(a)(1)(C), as incorporated by Title 28, United States Code, Section 2461(c); and Title 21, United States Code, Section 853(p).)

Pursuant to the E-Government Act,
the original of this page has been filed
under seal in the Clerk's Office.

United States v. Edward J. Woodard, et. al., 2:12cr 105

A TRUE BILL:

REDACTED COPY

FOREPERSON

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United States Attorney

By: _____

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