

Franklin's offer to settle the case for \$7,500 to Louisburg's general partner, the defendant THOMAS L. ROOT's statement having been preceded by the following advice from Franklin's attorney: that Louisburg's exhibits, as referred to in Paragraphs 4 and 6 of these Counts, had arrived on that date; that although the Root, P.C. postage meter showed that the documents had been mailed timely, the United States post office's stamp showed that the documents had been mailed late; that Franklin would bring the matter of back-dating postage meters to the attention of the ALJ.

8. It was further a part of the scheme and artifice that on or about January 21, 1989, the defendant THOMAS L. ROOT stated to Franklin's attorney that the defendant believed that he could convince his client to settle the matter for \$10,000 and that his client would consent to the dismissal of Louisburg's application.

9. It was further a part of the scheme and artifice that on or about and between January 21, 1989, and January 27, 1989, the defendant THOMAS L. ROOT told Franklin's attorney that Louisburg would accept \$10,000 to settle the matter, even though Louisburg's general partner had told the defendant THOMAS L. ROOT that unless Franklin would settle the case for \$50,000, he wanted to go forward with the hearing.

10. It was further a part of the scheme and artifice that at a time on or about and between January 21 and January 27, 1989, and following the event set forth in Paragraph 9 of these Counts the defendant THOMAS L. ROOT told Louisburg's general partner that

Franklin had accepted Louisburg's offer of \$50,000 to settle the case.

11. It was further a part of the scheme and artifice that on or about February 16, 1989, based on the acts set forth in Paragraph 9 of these Counts, the defendant THOMAS L. ROOT caused Franklin's attorney to deliver by hand to the offices of Root, P.C. a settlement agreement document drafted by Franklin's attorney which stated that Louisburg agreed to accept \$10,000 to settle the matter and dismiss its case.

12. It was further a part of the scheme and artifice that on or about March 9, 1989, the defendant THOMAS L. ROOT caused the settlement agreement bearing the forged signature of Louisburg's general partner to be delivered back to Franklin's attorney.

13. It was further a part of the scheme and artifice that on or about March 14, 1989, based on the acts of the defendant THOMAS L. ROOT as set forth in Paragraph 12 of these Counts, Franklin's attorney filed the settlement agreement with the FCC.

14. It was further a part of the scheme and artifice that on or about April 3, 1989, the representations and acts made and done by the defendant THOMAS L. ROOT as referred to in Paragraphs 6 through 13 of these Counts caused the ALJ assigned to the Louisburg matter to unknowingly release on or about April 3, 1989, an Order wherein the ALJ noted that Louisburg had agreed to settle the case for \$10,000 in exchange for the dismissal of its application and, on that basis, dismissed Louisburg's application and awarded the construction permit to Franklin.

15. It was further a part of the scheme and artifice that in approximately May, 1989, the defendant THOMAS L. ROOT assured Louisburg's general partner that a settlement of \$50,000 in Louisburg's favor had been reached and that a check for that amount would be sent to Louisburg.

16. It was further a part of the scheme and artifice that in or about June, 1989, the defendant THOMAS L. ROOT assured Louisburg's general partner that a check for the \$50,000 settlement would soon be sent to Louisburg.

17. It was further a part of the scheme and artifice that on or about July 7, 1989, the defendant THOMAS L. ROOT assured Louisburg's general partner that a check for the \$50,000 settlement would be sent or delivered to Louisburg within a few days.

18. It was further a part of the scheme and artifice that on or about July 11, 1989, the defendant THOMAS L. ROOT gave to Louisburg's general partner a check for \$50,000 drawn on the Root, P.C. escrow account, which check proved to be worthless, the bank into which the check was deposited on behalf of Louisburg having notified Louisburg's general partner on or about July 17, 1989, that the check had been returned as uncollectible.

19. It was further a part of the scheme and artifice that on or about September 1, 1989, the defendant THOMAS L. ROOT told Louisburg's general partner that the defendant would send another check for \$50,000.

20. It was further a part of the scheme and artifice that on or about September 6, 1989, the defendant THOMAS L. ROOT told

Louisburg's general partner that he would send him a portion of the \$50,000 toward the Louisburg settlement and that he would also give the general partner \$3,000 for himself as a "consultant fee", an offer which the general partner rejected.

21. It was further a part of the scheme and artifice that the pretenses, promises, representations and omissions of material fact set forth in Paragraphs 6 through 20 in these Counts were false and fraudulent and concealed material facts, as the defendant THOMAS L. ROOT well knew, in that:

- a) he omitted to inform his client as to the true amount of Franklin's offer to settle the case;
- b) he misrepresented his client's position when he stated to Franklin's attorney that Louisburg would accept \$10,000 to settle the case;
- c) the settlement document purportedly bearing the signature of Louisburg's general partner was not in truth and in fact his signature;
- d) his promises to his client that he would straighten out the purportedly mistaken impression that Louisburg had settled the case for \$10,000 were misrepresentations designed to lull the client;
- e) his various statements to his client that the settlement had been straightened out and that a check for \$50,000 would be sent to Louisburg were misrepresentations designed to lull his client;
- f) when he did give his client a check for \$50,000, he knew or should have known that it was not covered by sufficient funds; and,
- g) when he offered \$3,000 to Louisburg's

general partner, he attempted to induce the general partner into withholding his honest and loyal services to his co-partners by seeking to convince the general partner to no longer press for the immediate payment of the full settlement amount.

22. On or about the dates for each Count as set forth below, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT, for the purpose of executing the above-described scheme and artifice to defraud by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, and attempting to do so, did knowingly and willfully transmit and caused to be transmitted those sounds and signals in interstate commerce between the defendant THOMAS L. ROOT in Washington, D.C. and Louisburg's general partner in Raleigh, North Carolina by means of wire communications, that is: telephone calls as are set forth below in the column entitled "Nature of Communications".

<u>Count</u>	<u>Date</u>	<u>Nature of Communications</u>
Thirteen	On or about and between January 21 and January 27, 1989	The statement that he had arranged a settlement of \$50,000 to be paid by Franklin to Louisburg.
Fourteen	In approximately May, 1989	The statement in which he assured that Louisburg did have a \$50,000 settlement in its favor.
Fifteen	In approximately June, 1989	The statement in which he assured that a check for \$50,000 would be sent to Louisburg.
Sixteen	On or about July 7, 1989	The statement in which he assured that a check for \$50,000 would be sent or delivered to Louisburg.

Seventeen On or about September 6, 1989 The statement in which he offered a consulting fee of \$3,000.

(Violations of 18 U.S.C. §§ 1343 & 2(b))

COUNT EIGHTEEN

1. The allegations contained in Paragraphs 1 through 21 of Counts Thirteen through Seventeen of this Indictment are repeated and realleged as though fully set forth in this Count.

2. On or about March 14, 1989, within the District of Columbia, in a matter within the jurisdiction of the Federal Communications Commission, an agency of the United States, the defendant THOMAS L. ROOT did knowingly and willfully cause to be made a false writing and document, then knowing the same to contain false, fictitious and fraudulent statements and entries as to material facts, that is the defendant THOMAS L. ROOT caused to be submitted to the FCC in connection with the application of Louisburg and other applicants for a construction permit and license to broadcast on an FM channel in the vicinity of Louisburg, North Carolina a false and fictitious writing and document, that is: a settlement agreement filed by Franklin, a competitor to Louisburg, wherein the general partner of Louisburg, on Louisburg's behalf, had agreed to accept an offer of \$10,000 in order to settle the case, whereas in truth and in fact, as the defendant THOMAS L. ROOT then well knew, (1) the general partner had never agreed to

such a settlement offer, and (2) the general partner's signature consenting to the settlement was forged.

(Violation of 18 U.S.C. §§ 1001 & 2(b))

COUNTS NINETEEN and TWENTY

CM Broadcasting Limited Partnership

1. The allegations contained in Paragraphs 1 through 7 of Counts One and Two of this Indictment are repeated and realleged as though fully set forth in these Counts.

2. At all times material to this Indictment, CM Broadcasting Limited Partnership (hereafter "CM") consisted of two individuals operating in a partnership located in New York, New York and, through its attorney and legal representative to the FCC, the defendant THOMAS L. ROOT, had filed with the FCC its application for a permit to construct a radio station to broadcast on an FM channel in the vicinity of Center Moriches, Long Island, New York.

3. In an order released on or about January 26, 1989, the FCC determined that CM had failed to produce an FAA Acknowledgement.

4. On or about February 15, 1989, the defendant THOMAS L. ROOT caused \$6,000 in CM's monies to be paid to the FCC as the fee to participate in the hearing which the FCC had set for those applicants which desired to compete for the new FM channel to be allotted for the Center Moriches, New York area.

The Scheme

5. From on or about June 15, 1987, and continuing to on or about April 14, 1989, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT did knowingly devise and intend to devise a scheme and artifice to defraud his client CM and its partners, said scheme and artifice having been perpetrated by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, such as, among others: the making of material misrepresentations on applications filed with the FCC; the creation of false documents purporting to be official records; and, the lulling of his client into the mistaken belief that the official documents were true and genuine and that he had taken such steps as were necessary to carry the client's case forward; that by such conduct, the defendant THOMAS L. ROOT directly and indirectly deprived CM and its partners of their rights to the honest and loyal services of the defendant THOMAS L. ROOT as their attorney and legal representative to the FCC, as well as the value of legal fees paid for said services, which rights are more fully set forth in sub-Paragraphs 11(a) and 11(b) of Counts One and Two of this Indictment and which are repeated and realleged as though fully set forth herein.

Manners and Means to Carry Out the Scheme

6. It was a part of the scheme and artifice that on or about June 18, 1987, the defendant THOMAS L. ROOT caused to be submitted to the FCC an amendment to CM's original application in which he caused CM to claim "yes" to the question of whether the FAA had

been notified of CM's proposed construction of a station and tower and to claim that a Notice of said proposed construction had been submitted to the FAA on June 15, 1987.

7. It was further a part of the scheme and artifice that on or about February 14, 1989, the defendant THOMAS L. ROOT presented CM's general partner with a copy of the purported Notice which the defendant caused to be submitted to the FAA in June, 1987.

8. It was further a part of the scheme and artifice that on or about March 29, 1989, the defendant THOMAS L. ROOT told CM's general partner that he would send him by telefax a facsimile of the FAA's Acknowledgement declaring that CM's proposed tower did not present a hazard to air navigation, which Acknowledgement he claimed to have recently received from the FAA.

9. It was further a part of the scheme and artifice that on or about April 14, 1989, the defendant THOMAS L. ROOT caused Root, P.C. to send to CM by wire transmission a facsimile of the purported FAA approval dated January 30, 1989, as referred to in Paragraph 8 of these Counts.

10. It was further a part of the scheme and artifice that the pretenses, promises, representations and omissions of material fact set forth in Paragraphs 7 through 10 in these Counts were false and fraudulent and concealed and omitted material facts, as the defendant THOMAS L. ROOT well knew, in that:

- a) he neither filed nor caused to be filed in June, 1987, any Notice with the FAA on CM's behalf;
- b) the representation in CM's

application to the FCC that such a Notice had been sent to the FAA was false;

- c) he gave his client the Notice purportedly filed with the FAA in June, 1987, in order to lull his client into the mistaken belief that he had taken steps to carry CM's case forward;
- d) his representation to his client that he had received the FAA's Acknowledgement for CM's tower was false in that he received no such approval from the FAA; and,
- e) the purported FAA Acknowledgement which he caused to be telefaxed to his client on or about April 14, 1989, consisted of a false, forged, counterfeited and altered public writing and document and was transmitted to further lull his client into the mistaken belief that the FAA had approved CM's tower.

11. On or about the dates for each Count as set forth below, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT, for the purpose of executing the above-described scheme and artifice to defraud by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, and attempting to do so, did knowingly and willfully transmit and cause to be transmitted those sounds and writings in interstate commerce between the defendant THOMAS L. ROOT in Washington, D.C. and CM's general partner in New York, New York, by means of wire communications, that is: a telephone call and a written facsimile, as are set forth below in the column entitled "Nature of Communication".

<u>Count</u>	<u>Date</u>	<u>Nature of Communication</u>
Nineteen	March 29, 1989	The telephone statement assuring that the FAA had recently determined that CM's tower was not a hazard to air navigation and that a facsimile of the FAA Acknowledgement to that effect would be sent by telefax.
Twenty	April 14, 1989	The telephonic transmission of a written facsimile purporting to be an FAA Acknowledgement in CM's favor.

(Violations of 18 U.S.C. §§ 1343 & 2(b))

COUNT TWENTY-ONE

1. The allegations contained in Paragraphs 1 through 10 of Counts Nineteen and Twenty of this Indictment are repeated and realleged as though fully set forth in this Count.

2. On or about June 18, 1987, within the District of Columbia, in a matter within the jurisdiction of the Federal Communications Commission, an agency of the United States, the defendant THOMAS L. ROOT did knowingly and willfully make and use and cause to be made and used a false writing and document, then knowing the same to contain false, fictitious and fraudulent statements and entries as to material facts, that is the defendant THOMAS L. ROOT made and submitted and cause to be made and submitted to the FCC in connection with the application of CM for a construction permit and license to broadcast on an FM channel in the vicinity of Center Moriches, New York a false and fictitious writing, that is: an application stating that CM had filed a Notice with the FAA, whereas in truth and in fact, as the defendant

THOMAS L. ROOT then well knew, no such Notice had been submitted to the FAA.

(Violation of 18 U.S.C. §§ 1001 & 2(b))

COUNT TWENTY-TWO

1. The allegations contained in Paragraphs 1 through 10 of Counts Nineteen and Twenty of this Indictment are repeated and realleged as though fully set forth herein.

2. On or about April 14, 1989, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT did knowingly and willfully utter and publish and cause to be uttered and published to CM's general partner as true and genuine a false, forged, altered and counterfeited public record and writing dated January 30, 1989, that is: a purported Acknowledgement of the Federal Aviation Administration that the proposed tower of CM did not constitute a hazard to air navigation, the defendant THOMAS L. ROOT well knowing the same to be false, forged, altered and counterfeited.

(Violation of 18 U.S.C. §§ 494 & 2(b))

COUNTS TWENTY-THREE Through TWENTY-EIGHT

1. The allegations contained in Paragraphs 1 through 3 of Counts One and Two and Paragraphs 2 through 4 of Counts Nineteen and Twenty of this Indictment are repeated and realleged as though fully set forth in these Counts.

The Scheme

2. From on or about February 21, 1989, and continuing to on or about May 31, 1989, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT did knowingly devise and intend to devise a scheme and artifice to defraud his client CM and its partners, said scheme and artifice having been perpetrated by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, such as, among others: the creation and presentment of false documents purporting to be a true and genuine contract offered to his client by third parties; and, the lulling of his client into the mistaken belief that such contract document was true and genuine and that he had taken such steps as were necessary to negotiate the contract for his client; that by such conduct, the defendant THOMAS L. ROOT directly and indirectly deprived CM and its partners of their rights to the honest and loyal services of the defendant THOMAS L. ROOT as their attorney and legal representative to the FCC, as well as the value of legal fees paid for said services, which rights are more fully set forth in sub-Paragraphs 11(a) and 11(b) of Counts One and Two of this Indictment and which are repeated and realleged as though fully set forth herein.

Manner and Means to Carry Out the Scheme

3. It was a part of the scheme and artifice that on or about February 22, 1989, the defendant THOMAS L. ROOT told CM's general partner that he had sent a letter to one of the owners of the site

on which CM proposed to build its station in which he stated that CM desired to negotiate an option to lease the land.

4. It was further a part of the scheme and artifice that on or about February 27, 1989, the defendant THOMAS L. ROOT told CM's general partner that the site owner was pleased to discuss an option to lease the land.

5. It was further a part of the scheme and artifice that on or about April 6, 1989, the defendant THOMAS L. ROOT told CM's general partner that the site owner wanted \$1,000 for an option to lease the land.

6. It was further a part of the scheme and artifice that on or about April 20, 1989, the defendant THOMAS L. ROOT told CM's general partner that the defendant had made an offer of \$500 to the site owner but that the owner had countered with an offer of \$1,000.

7. It was further a part of the scheme and artifice that on or about May 11, 1989, the defendant THOMAS L. ROOT told CM's general partner that the defendant would send him a copy of the option agreement which the defendant had successfully reached with one of the site's owners.

8. It was further a part of the scheme and artifice that on or about May 17, 1989, the defendant THOMAS L. ROOT caused a facsimile copy of the purported option to lease over the signature of the site owner to be sent to CM's general partner by telefax.

9. It was further a part of the scheme and artifice that the pretenses, promises, representations and omissions of material fact

set forth in Paragraphs 3 through 8 in these Counts were false and fraudulent and concealed material facts, as the defendant THOMAS L. ROOT well knew, in that:

- a) he had never at any time made contact with the owner; and,
- b) the facsimile copy of the purported option to lease which he telefaxed to his client constituted a forged, written instrument.

10. On or about the dates for each Count as set forth below, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT, for the purpose of executing the above-described scheme and artifice to defraud by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, and attempting to do so, did knowingly and willfully transmit and caused to be transmitted those sounds and writings in interstate commerce between the defendant THOMAS L. ROOT in Washington, D.C. and CM's general partner in New York, New York, by means of wire communications, that is: the telephone calls and written facsimile transmitted by telephonic communications as are set forth below in the column entitled "Nature of Communication".

<u>Count</u>	<u>Date</u>	<u>Nature of Communication</u>
Twenty-Three	February 22, 1989	The telephone statement that he had sent a letter to one of the site owners to negotiate an option to lease the site.
Twenty-Four	February 27, 1989	The telephone statement that one of the site owner's was pleased to discuss an option to lease the site.
Twenty-Five	April 6, 1989	The telephone statement that the site owner wanted \$1,000 for the option to lease.

Twenty- Six	April 20, 1989	The telephone statement that he had offered \$500 to the site owner for the option, but that the owner had countered with an offer of \$1,000.
Twenty- Seven	May 11, 1989	The telephone statement that he obtained the site owner's agreement to extend an option and would send a copy of the option.
Twenty- Eight	May 17, 1989	The telephone transmission of the purported option to lease.

(Violations of 18 U.S.C. §§ 1343 & 2(b))

COUNTS TWENTY-NINE and THIRTY

Timothy FM Limited Partnership

1. The allegations contained in Paragraphs 1 through 3(a) of Counts One and Two of this Indictment are repeated and realleged as though fully set forth in these Counts.

2. At all times material to this Indictment, Timothy FM Limited Partnership (hereafter "Timothy") consisted of a group of individuals operating in a partnership located in Charlottesville, Virginia and, through its attorney and legal representative to the FCC, the defendant THOMAS L. ROOT, had filed with the FCC its application for a permit to construct a radio station to broadcast on an FM channel in the vicinity of Charlottesville, Virginia.

3. On or about October 11, 1988, the defendant THOMAS L. ROOT caused \$6,000 in Timothy's monies to be paid to the FCC as the fee to participate in the hearing which the FCC had set for those applicants which desired to compete for the new FM channel to be allotted for the Charlottesville, Virginia area.

4. On or about January 24, 1989, the ALJ assigned to the Charlottesville matter released an order which allowed Timothy's competitors to raise at the hearing the claim that Timothy should not be awarded the construction permit for Charlottesville, Virginia because the application was misleading in that it failed to disclose that Timothy was actually controlled by a non-local business which, in the course of forming the Timothy partnership as well as several other partnerships around the country in order to seek FCC permits and licenses, was the real party behind Timothy's application.

5. On or about February 17, 1989, the attorney representing McClenahan Broadcasting, Inc. (hereafter "McClenahan"), a competitor to Timothy, caused a subpoena to be served on the defendant THOMAS L. ROOT directing his appearance at a deposition to be taken of the defendant THOMAS L. ROOT on February 28, 1989, concerning the claims allowed to be raised in accordance with the order referred to in Paragraph 4 of these Counts.

The Scheme

6. From on or about February 27, 1989, and continuing through the late Spring of 1989 within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT did knowingly devise and intend to devise a scheme and artifice to defraud his client Timothy and its partners, said scheme and artifice having been perpetrated by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, such as, among others: the causing of the forged signature of the client's

general partner to be placed on a legal document which he knew would be filed with and/or quoted to the FCC; the causing of others to unknowingly make material misstatements on documents filed with the FCC; the inducing of an ALJ to act unknowingly on such misrepresentations; and, the lulling of his client into the mistaken belief that he had taken such steps as were necessary to carry the client's case forward; that by such conduct, the defendant THOMAS L. ROOT directly and indirectly deprived Timothy and its partners of their rights to the honest and loyal services of the defendant THOMAS L. ROOT as their attorney and legal representative to the FCC, as well as the value of legal fees paid for said services, which rights are more fully set forth in sub-Paragraphs 11(a) and 11(b) of Counts One and Two of this Indictment and which are repeated and realleged as though fully set forth herein.

Manner and Means to Carry Out the Scheme

7. It was a part of the scheme and artifice that on or about February 27, 1989, the defendant THOMAS L. ROOT caused to be transmitted to McClenahan's attorney, who was awaiting the defendant's arrival to begin the scheduled deposition referred to in Paragraph 5 of these Counts, a legal document noting that Timothy was seeking the dismissal of its application.

8. It was further a part of the scheme and artifice that on or about February 27, 1989, along with the document referred to in Paragraph 7 of these Counts, the defendant THOMAS L. ROOT caused to be transmitted a document over the signature of Timothy's

general partner which recited that Timothy had not received any compensation to dismiss its case.

9. It was further a part of the scheme and artifice that by virtue of the parts of the scheme and artifice set forth in Paragraphs 7 and 8 in these Counts, the defendant THOMAS L. ROOT induced McClenahan's attorney on or about March 13, 1989, to submit to the ALJ assigned to the Charlottesville matter a legal document, with the two documents set forth in Paragraphs 7 and 8 of these Counts attached, in which McClenahan requested the dismissal of Timothy's application.

10. It was further a part of the scheme and artifice that by virtue of the acts set forth in Paragraph 9 of these Counts, the defendant THOMAS L. ROOT induced the ALJ to release an order on or about April 4, 1989, dismissing Timothy's application.

11. It was further a part of the scheme and artifice that in approximately the Spring of 1989, in response to the complaint by Timothy's general partner that the partner had just learned that the FCC had dismissed Timothy's application, the defendant THOMAS L. ROOT told Timothy's general partner that he intended to bring Timothy's application to the attention of the full FCC within a few weeks.

12. It was further a part of the scheme and artifice that in approximately two weeks following the event set forth in Paragraph 11 of these Counts the defendant THOMAS L. ROOT told Timothy's general partner that it would take the FCC yet another two weeks to process Timothy's request for reinstatement.

13. It was further a part of the scheme and artifice that the pretenses, promises, representations and omissions of fact set forth in Paragraphs 7 through 12 of these Counts were false and fraudulent and concealed material facts, as the defendant THOMAS L. ROOT well knew, in that:

- a) he had omitted to inform his client that he intended to seek the dismissal of Timothy's application;
- b) the purported signature of Timothy's general partner on the declaration of no consideration is a forgery; and,
- c) he had no intention of seeking the reinstatement of Timothy's application at any time.

14. In or about the dates for each Count set forth below, within the District of Columbia and elsewhere, the defendant THOMAS L. ROOT, for the purpose of executing the above-described scheme and artifice to defraud by means of false and fraudulent pretenses, promises and representations and the concealment of material facts, and attempting to do so, did knowingly and willfully transmit and cause to be transmitted those sounds and signals in interstate commerce between the defendant THOMAS L. ROOT in Washington, D.C. and Timothy's general partner in Charlottesville, Virginia by means of wire communications, that is: telephone calls, as are set forth below in the column entitled "Nature of Communications".

<u>Count</u>	<u>Date</u>	<u>Nature of Communication</u>
Twenty-Nine	Spring, 1989	A statement that he intended to bring Timothy's application to the attention of the full FCC, which would result in the reinstatement of Timothy's application in two weeks.
Thirty	Two weeks after the date set forth in Count 29	A statement that it would take the FCC another few weeks to process Timothy's request for reinstatement.

(Violations of 18 U.S.C. §§ 1343 & 2(b))

COUNT THIRTY-ONE

1. The allegations contained in Paragraphs 1 through 3(a) of Counts One and Two and Paragraphs 2 through 14 of Counts Twenty-Nine and Thirty of this Indictment are repeated and realleged as though fully set forth in this Count.

2. On or about March 13, 1989, within the District of Columbia, in a matter within the jurisdiction of the Federal Communications Commission, an agency of the United States, the defendant THOMAS L. ROOT did cause to be made and used a false writing and document, then knowing the same to contain false and fictitious statements and representations and entries of material facts, that is, the defendant THOMAS L. ROOT caused to be made and submitted to the FCC in connection with the application of Timothy for a construction permit and license to broadcast on an FM channel in the vicinity of Charlottesville, Virginia a false and fictitious writing and document, that is: a legal document stating that the applicant Timothy intended to dismiss its application with prejudice, whereas in truth and in fact, as the defendant THOMAS

L. ROOT then well knew, Timothy had no intention of dismissing its application.

(Violation of 18 U.S.C. §§ 1001 & 2(b))

COUNT THIRTY-TWO

1. The allegations contained in Paragraphs 1 through 3(a) of Counts One and Two and Paragraphs 2 through 14 of Counts Twenty-Nine and Thirty of this Indictment are repeated and realleged as though fully set forth herein

2. On or about February 27, 1989, within the District of Columbia, the defendant THOMAS L. ROOT with the intent to defraud Timothy and its partners did transfer, publish, deliver and present and caused to be uttered, published, delivered and presented, as true and genuine, a falsely made and signed written instrument, that is: a declaration signed by the general partner of Timothy that Timothy received no consideration for the dismissal of its application, the defendant THOMAS L. ROOT then well knowing that said signature had been falsely made and forged.

(Violation of 22 D.C.C. §§ 3841 & 3842(a)(6))

COUNT THIRTY-THREE

1. The allegations contained in Paragraphs 1 through 18 of Counts One and Two of this Indictment are repeated and realleged as though fully set forth in this Count.

2. From on or about July 26, 1989, and continuing up to the date of this Indictment, a grand jury duly impanelled and sworn in

the United States District Court for the District of Columbia, was conducting an investigation into possible violations of United States laws prohibiting the use of the mails and wire communications in furtherance of a scheme to defraud (18 U.S.C. §§ 1341 & 1343), the making and using of material false statements and documents in matters within the jurisdiction of an agency of the United States (18, U.S.C. § 1001), the uttering, presenting, making, altering, forging and counterfeiting of public records and writings (18 U.S.C. § 494), the forgery of written instruments (22 D.C.C. §§ 3841 & 3842(a)(6)) and other statutes for the purpose of determining whether any persons had violated such statutes.

3. It was material to this grand jury investigation to determine the identity of those employees of Root, P.C. who had worked on the NMCB account, particularly the pleadings which the defendant THOMAS L. ROOT caused to be filed, along with NMCB's supposed Acknowledgement from the FAA, on or about July 20, 1988.

4. As the defendant THOMAS L. ROOT well knew, the grand jury duly issued and caused to be served a subpoena duces tecum dated August 4, 1989, on Root, P.C. which directed the Root, P.C. custodian of records to appear before the grand jury on August 9, 1989, to testify and to produce Root, P.C. employee time sheets and any other document identifying an employee who worked on the NMCB account.

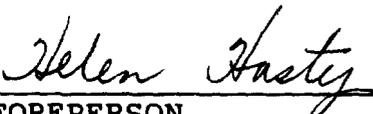
5. On or about August 9, 1989, the Root, P.C. custodian of records appeared before the grand jury relative to the subpoena duces tecum referred to in Paragraph 4 of this Count, at which time

the custodian reported, among other matters, that the time sheets for the NMCB account no longer existed.

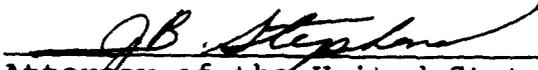
6. On or about August 9, 1989, within the District of Columbia, the defendant THOMAS L. ROOT did corruptly attempt to persuade and did persuade another person, to wit: the custodian of records for Root, P.C. who appeared in response to a subpoena before a grand jury duly impanelled and sworn in the United States District Court for the District of Columbia, to withhold records from the official proceedings of the grand jury, that is: time sheets reflecting the identity of persons at Root, P.C. who worked on the NMCB account, the defendant THOMAS L. ROOT having the intent to cause and induce said custodian of records to withhold said records.

(Violation of 18 U.S.C. § 1512(b)(2)(A))

A TRUE BILL



FOREPERSON



Attorney of the United States in
and for the District of Columbia

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Federal Communications Commission	
Docket No. <u>93-135</u>	Exhibit No. <u>2</u>
Presented by <u>MASS MEDIA</u>	
Disposition	Identified <u>12/14</u>
	Received <u>12/14</u>
	Rejected _____
Reporter <u>BARBARA LORD</u>	
Date <u>12/14/93</u>	