



BROOKS diverted donations for his personal use without the donors' knowledge and consent, as is more fully set forth herein.

2. Between 1981 and 2012, BROOKS was a member of the Georgia House of Representatives and represented a district in the Atlanta metropolitan area. He was elected to the Georgia General Assembly in 1981 and has served since that time.

3. BROOKS was the President of Universal Humanities and the Georgia Association of Black Elected Officials ("GABEO"). He has been the President of Universal Humanities since approximately 1990, and the President of GABEO since 1993.

#### **I. Overview of the Scheme**

4. In May 1990, BROOKS caused Universal Humanities to be incorporated as a Georgia non-profit corporation. Prior to that time, BROOKS operated Universal Humanities without formal incorporation. On or about May 17, 1990, BROOKS filed paperwork with the Internal Revenue Service ("IRS") declaring that Universal Humanities operated as a tax-exempt charity and, based on BROOKS' representations, the IRS certified Universal Humanities as a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. As a tax-exempt entity, Universal Humanities was required to meet certain criteria as a not-for-profit organization, including the following:

- a. The organization must be organized and operated exclusively for the exempt purposes set forth in Section 501(c)(3);
- b. The organization must not be organized or operated for the benefit of private interests;
- c. None of the organization's net earnings may inure to any private shareholder or individual;
- d. The organization must not participate in any campaign activity for or against political candidates; and
- e. The organization's assets must be permanently dedicated to an exempt purpose.

5. According to the Articles of Incorporation that BROOKS filed or caused to be filed with the Georgia Secretary of State on or about May 17, 1990 (the "Articles"), Universal Humanities was an "umbrella" organization for projects relating to education, research, economic development and human resources. The Articles stated that "no part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, any member, director, officer, or trustee of the corporation . . . . [Universal Humanities] shall serve only such purposes and functions and shall engage only in such activities as are consonant with the purposes set forth and as are entitled to charitable status under Section 501(c)(3) of the Internal Revenue Code."

6. The Articles established a six-member Board of Directors, which was responsible for the oversight and management of Universal Humanities. In reality, Universal Humanities had no functioning Board of Directors. The six individuals listed as sitting on the Universal Humanities Board of Directors were unaware that, beginning in 1990, BROOKS falsely represented that they served on the Universal Humanities Board. In fact, most of the purported board members had never heard of Universal Humanities.

7. Beginning at least in or about 1995, BROOKS represented in a Universal Humanities program brochure that the organization worked to combat illiteracy in Georgia through a program called "Visions of Literacy." BROOKS represented that the Visions of Literacy program, as operated by Universal Humanities, would "remove the pervasiveness of illiteracy in our society." He represented that the program's purpose was "empowerment grounded in the literacy of the people." BROOKS emphasized that "every human being has the inalienable right to an education/training" and that communities "must create and provide opportunities for the individual to master skills necessary for life." BROOKS further represented that the Visions of Literacy program would "furnish leadership" by training teachers, volunteers and other professionals; would develop instructional materials relating to literacy; and would identify local, state and national literacy resources, among other goals. BROOKS emphasized that "[w]e

can no longer neglect to utilize the vast resources inherent in the large group of uneducated persons found in the State of Georgia.”

8. Between in or about 1995 through in or about 2012, BROOKS used the program brochure to solicit donations from potential donors. The pamphlet identified 22 counties that were initially targeted for literacy programs, and outlined plans to expand the program throughout Georgia, and eventually to the southeastern United States.

9. In truth, Universal Humanities did not operate a “Visions of Literacy” program. The actual “Visions of Literacy” program was started in Keysville, Georgia, in or about 1986 by the former Keysville Mayor. While Keysville’s Visions of Literacy program survived for years with little or no funding, the program disbanded in or about 2005. But before and after the Keysville program disbanded, BROOKS used the “Visions of Literacy” name in Universal Humanities materials to raise corporate and individual donations for his own purported Universal Humanities “Visions of Literacy” program. BROOKS diverted most, if not all, of the charitable funds he obtained from these donors to pay personal expenses for himself and his family.

10. Between in or about 1995 through in or about 2012, BROOKS collected over \$780,000 in donations from businesses, church groups, individuals and other organizations that contributed to Universal Humanities. During this

time, BROOKS regularly deposited these donations into a charitable bank account for Universal Humanities (the "Universal Humanities account") that he established in 1992. He then transferred most of the money to a second bank account called the "State Rep. Headquarters Dist. 34" account. BROOKS controlled and used this account as his own personal bank account (the "personal account"). After BROOKS opened the Universal Humanities account, he regularly funneled donations from the Universal Humanities account into his personal account, where he commingled these contributions with other funds, including his Georgia General Assembly salary and other income. After transferring the funds to his personal account, BROOKS paid personal expenses for himself and his family, rather than funding the literacy training and other charitable services for which the funds were intended. In the memo lines of the checks that transferred the money from the charitable Universal Humanities account to his personal account, BROOKS wrote false notations that claimed the funds were reimbursement for expenses relating to Universal Humanities, the Visions of Literacy program or other charitable work. However, BROOKS' spending, both before and after the transfers of money to his personal account, did not reflect charitable expenditures consistent with his notations on the Universal Humanities checks.

11. In October 2010, to maintain Universal Humanities' status as a tax-exempt charity, BROOKS, as Universal Humanities' Chief Executive Officer, filed tax-exempt organization returns (Forms 990) with the IRS for 2007 through 2009, although these returns were missing pages. In the portions of the returns that were filed, BROOKS falsely represented under oath that Universal Humanities operated for a charitable purpose and incurred "total expenses" of \$8,900 each year between 2007 and 2009, generating total net revenue of \$51,100 in those years. Because the forms were missing pages for the 2007, 2008 and 2009 tax years, the IRS rejected the filing.

12. Approximately one year later, BROOKS resubmitted the Form 990 returns to the IRS. In his 2011 submission, BROOKS falsely represented under oath that Universal Humanities incurred "total expenses" of \$62,652, \$67,747, and \$53,184, respectively in each year between 2007 and 2009, and generated almost no net income. BROOKS falsely represented under oath that Universal Humanities spent \$62,652 in printing, postage and publications in 2007; \$67,601 for "commemorative events" in 2008; and \$53,184 for charitable contributions, fundraising and conferences in 2009. Relying on BROOKS' false representations, the IRS re-certified Universal Humanities tax-exempt status under Section 501(c)(3).

13. Additionally, on or about September 30, 2011, BROOKS submitted an "Application for Recognition for Exemption Under Section 501(c)(3) of the Internal Revenue Code" (Form 1023) to the IRS on behalf of Universal Humanities. Along with this submission, BROOKS included an attachment in which he declared, under penalty of perjury, that certain individuals served as officers, directors, or trustees of Universal Humanities. BROOKS also submitted documents that purported to be Universal Humanities' Articles of Incorporation and Bylaws. In truth, the purported Board members never served as officers, directors or trustees of the organization and never functioned as a Board of Directors. Some of the purported board members had never heard of Universal Humanities. Similarly, the purported Board of Directors never ratified the Restated Articles of Incorporation or the Universal Humanities Bylaws that BROOKS submitted to the IRS in support of the application for tax-exempt status.

14. From in or about 1995 through in or about 2012, however, BROOKS claimed that Universal Humanities operated for charitable purposes. For example, in a 2011 solicitation prepared for donors, BROOKS falsely claimed that Universal Humanities operated with the full support of, and in conjunction with, GABEO. GABEO, established in 1970, was an organization of African-American elected officials from state, local, municipal, and county governments in Georgia. GABEO traditionally focused on developing programs to deter crime, promote

voter registration, combat illiteracy and spur economic improvement and empowerment in the African American community.

15. BROOKS falsely represented in the 2011 solicitation that GABEO was a “sister organization” to Universal Humanities, and that GABEO was committed to the “growth and advancement of Universal Humanities.” He maintained that GABEO members spoke in public forums to implement and promote Universal Humanities’ programs. He also falsely represented that GABEO members taught at Universal Humanities meetings and classes “alongside” Universal Humanities community organizers, and that “GABEO members serve[d] on the Universal Humanities board of directors, steering committee, fundraising committee and program management committees,” among other things.

16. GABEO’s Board of Directors, however, did not review and approve the December 2011 solicitation materials for Universal Humanities, and was unaware of BROOKS’ false representations relating to GABEO. In fact, Universal Humanities never maintained a functioning steering committee, fundraising committee, or program management committee, as BROOKS falsely represented in these solicitation materials.

17. On or about March 16, 2012, BROOKS filed Restated Articles of Incorporation for Universal Humanities with the Georgia Secretary of State. The

Restated Articles mirrored the Universal Humanities Articles that were filed in 1990. In the Restated Articles, BROOKS falsely represented that “the Board of Directors approved these Restated Articles on 3/14/12 with member approval.” BROOKS then signed his name as the “CEO/Board Member.” According to the filings, four of the five board members had served on the Board of Directors since 1990. In reality, however, the Board of Directors never met or acted on any business relating to Universal Humanities, including the passage of the Restated Articles filed by BROOKS in 2012. There were no approved resolutions or board minutes for the 22 years that Universal Humanities existed. The purported board members also were not aware that BROOKS falsely represented in the Restated Articles that they were current members of Universal Humanities’ Board of Directors. The Restated Articles were filed without the purported board members’ knowledge and were never actually reviewed and approved as BROOKS falsely represented in his filing with the Georgia Secretary of State.

18. BROOKS’ banking activity for Universal Humanities between 1995 and 2012 also did not reflect charitable activities consistent with BROOKS’ solicitations and the false representations to Universal Humanities donors. BROOKS banking activity reflected that BROOKS largely used Universal Humanities funds for home repairs, a lawn service, food, dry cleaning, cable television, car repairs for his family’s vehicles, personal credit card bills, credit

card bills for an account he opened in Universal Humanities name and other personal expenses. BROOKS also used Universal Humanities funds to pay his personal credit cards, which included personal charges for himself and his family. Likewise, the Universal Humanities' credit card showed charges for video rentals, cable television, electronic equipment, jewelry, clothing, shoes, and other expenses inconsistent with BROOKS' false representations to donors about Universal Humanities' purported charitable activities.

19. Similarly, BROOKS wrote checks directly from the Universal Humanities' account to pay personal expenses. In December 2011, for instance, BROOKS wrote a \$5,000 check to his wife's inactive charity, noting in the memo line of the check that the funds were intended as "Reimbursement for Visions of Literacy Ed. Program and Consulting Services." Shortly after the Universal Humanities money was transferred to his wife's defunct charity, however, almost \$3,500 was used to pay for charges at a local department store at the Phipps Plaza shopping mall in Atlanta and a furniture store in Augusta.

## **II. Manner and Means of the Scheme**

### **A. Donor – The Coca Cola Company**

20. From in or about 1995, through in or about July 2012, BROOKS sought charitable donations for Universal Humanities from the Coca Cola Company ("Coca Cola"). Coca Cola Company made regular contributions to

Universal Humanities through Global Community Connections, a department of the Coca Cola Company whose primary function was to facilitate the donation of money to charitable organizations. Each year, BROOKS sent a funding proposal or solicitation letter to Coca Cola employees who were responsible for corporate giving at the company, in which he falsely represented that Universal Humanities operated a Visions of Literacy program. In fact, Universal Humanities did not provide literacy seminars as BROOKS represented in his solicitations to Coca Cola.

21. On or about January 4, 1999, for example, BROOKS submitted a written request for a \$20,000 donation from Coca Cola to support the “expansion of Visions of Literacy” to states including Alabama and Mississippi. On or about December 9, 1999, BROOKS requested another \$5,000 “planning grant” from Coca Cola for his “Visions of Literacy 2000 Campaign.” Each year thereafter, until 2012, BROOKS regularly sent solicitations to Coca Cola seeking contributions. Between in or about 2005 through in or about 2009, BROOKS falsely represented that Universal Humanities and Visions of Literacy had achieved “much success in Georgia”; that the organization hoped to expand its work to Alabama, Mississippi, North Carolina, South Carolina, Louisiana and Florida; and that Coca Cola’s “vital” donations would help Universal Humanities achieve a projected annual budget of \$500,000. In truth, Universal Humanities’

Visions of Literacy program did not operate either within or outside the State of Georgia and did not have a projected budget of half a million dollars, as BROOKS represented.

22. Based on BROOKS' false representations, Coca Cola made multiple donations to Universal Humanities between in or about 1995 through in or about 2011 that were intended to benefit Universal Humanities, its Visions of Literacy program and combat illiteracy in Georgia and elsewhere. Coca Cola, however, was unaware that BROOKS diverted much, if not all, of these funds to pay his own personal expenses. For instance, in February 2005, Coca Cola issued a \$20,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about February 23, 2005 and, over the next several days, transferred the funds to his personal account. On February 28, 2005, BROOKS wrote a \$5,000 check from the Universal Humanities account, falsely claiming in the memo line that it was "Reimbursement for Expenses," and then deposited the check to his personal account. On March 1, 2005, BROOKS wrote a second check from the Universal Humanities account in the amount of \$5,000, falsely claiming it was "Reimbursement for Expenses" and again deposited the check into his personal account. On April 8, 2005, he wrote a third \$5,000 check on the Universal Humanities account, noting again it was "Reimbursement for Expenses," and transferred the funds to his personal account. After he made these deposits to

his personal account, BROOKS paid for personal expenses for himself and his family, including payments totaling \$1,000 to a personal credit card account, checks to his wife, a personal loan payment, and other payments for cable television service, energy bills for his home and his ex-wife's home, his wife's telephone bill, personal insurance premiums, and laundry charges.

23. In or about February 2007, Coca Cola issued another \$20,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about March 9, 2007. Between March and May 2007, BROOKS wrote multiple checks from the Universal Humanities account to his personal account. On March 22, 2007, he wrote a \$5,000 check, falsely claiming it was "Reimbursement for Expenses Literacy ED. GA." On April 11, 2007, he wrote a second check in the amount of \$5,000, in which the memo line stated, "Reimbursement for Vote Reg. & ED." On May 4, 2007, he wrote a third check in the amount of \$5,000. In the memo line of the check he wrote, "Reimbursement for Literacy Training Workshop, GA." And on May 18, 2007, he wrote a fourth check in the amount of \$5,000 as "Reimbursement for Expenses Vote Reg. & ED." Shortly after the \$20,000 posted to his personal account, BROOKS paid numerous personal expenses, including his cable bill, his energy bill, his ex-wife's energy bill, a payment for repairs on his wife's Mercedes, as well as payments of thousands of dollars to a personal credit card account.

24. In or about January 2010, BROOKS again submitted a funding application to Coca Cola in which he sought \$50,000 for the Visions of Literacy program. BROOKS falsely represented that the program would increase literacy rates in Georgia via “educational opportunities,” and that Universal Humanities and its “staff ha[d] over 40 years’ experience in assisting U.S. communities through a variety of efforts.” In truth, Universal Humanities had no such staff. BROOKS also represented that low income communities would be helped by the donation and falsely represented that 10,000 people would be the direct beneficiaries, when, in fact, no such program existed. Further, BROOKS listed the names of the individuals who served as Universal Humanities’ Board Chairperson, Vice Chairperson and Secretary. In reality, these individuals never served on the Universal Humanities Board, never functioned as Board members, and were unaware of BROOKS’ representations to Coca Cola in the solicitation.

25. BROOKS also falsely claimed in his 2010 solicitation to Coca Cola that the Visions of Literacy program consisted of a host of “outlets” created to increase literacy and literacy awareness and that the program’s activities included seminars, workshops, tutoring, mentoring and rallies, among other services. The funding proposal specifically noted that \$25,000 would be used to offset Visions of Literacy conference expenses. BROOKS represented in the proposal that none of the money was intended to pay salaries or compensation.

26. On or about January 27, 2010, BROOKS confirmed the accuracy of the information in the 2010 Visions of Literacy proposal and submitted it electronically to Coca Cola via the Internet. Based on BROOKS' materially false representations, Coca Cola donated \$20,000 to Universal Humanities in late July 2010, intending to benefit literacy efforts.

27. On or about August 5, 2010, BROOKS deposited the \$20,000 donation into the Universal Humanities account and, over the next several days, wrote two \$9,000 checks to transfer the charitable funds to his personal account. In the memo lines of the checks, BROOKS falsely wrote "Reimbursement: Exp's for Educational Workshops" and "Reimbursement: ED. Seminars," respectively. BROOKS then deposited the checks into his personal account and, shortly thereafter, paid for automobile service on a Mercedes, a cash gift to a family member, and paid various other personal and family expenses, including his personal credit card bills, a personal loan, and power bills for his home and his ex-wife's home.

28. In or about January 2011, BROOKS again solicited \$50,000 for the Visions of Literacy program from Coca Cola. BROOKS' 2011 funding application promised to "uplift poverty-stricken, low-income communities" through educational initiatives via citizenship education and voter registration. Again, BROOKS falsely promised to increase "the literacy rate in Georgia via

tutoring, [and] education comprehension.” According to his submission, BROOKS intended to accomplish this goal via “weekly [and] monthly workshops.” The funding proposal noted that half of the \$50,000 donation would go toward conference expenses. According to BROOKS, none of the money was intended to pay salaries or compensation. BROOKS verified the accuracy of the information in the proposal and caused it to be submitted electronically to Coca Cola via the Internet on or about January 11, 2011. Coca Cola, however, declined to fund this request because BROOKS had allowed Universal Humanities’ tax-exempt status to lapse.

29. In or about December 2011, BROOKS again solicited \$20,000 for the Visions of Literacy program from Coca Cola. In the solicitation, sent via the Internet, BROOKS falsely described the Visions of Literacy program as conducting monthly workshops, seminars and advocacy outreach with the assistance of community and education leaders. BROOKS falsely represented that “educational consultants” such as retired teachers and administrators would be retained to administer “the literacy and educational outreach.” By hiring these professionals, BROOKS maintained that consultants would “gain targeted results.” He also represented that \$20,000 would be spent to hire consultants, and for printing and publication costs.

30. On or about December 11, 2011, BROOKS confirmed the accuracy of the information in the proposal and caused it to be submitted electronically to Coca Cola via the Internet. In reliance on these materially false representations, Coca Cola donated \$20,000 to Universal Humanities.

31. On or about December 28, 2011, BROOKS deposited \$20,000 from Coca Cola into the Universal Humanities account. Two days later, BROOKS wrote a number of personal checks from the charitable account. He wrote a \$1,000 check to his personal Visa credit card account and a \$1,000 check to his son's company for "Technical & Adm. Services." On that same day, he also wrote a \$5,000 check to his personal account, claiming in the memo line of the check that it represented "Reimbursement for the Visions of Literacy Program." A day after transferring this money from the Universal Humanities account to his personal account, BROOKS also wrote a \$5,000 check from the Universal Humanities account to his wife's charity, which was defunct at the time. In the memo line of the check, BROOKS wrote, "Reimbursement for Visions of Literacy." During the next few weeks, BROOKS transferred an additional \$4,800 from the Universal Humanities account to his personal account. BROOKS wrote "Reimbursement for Visions of Literacy" in the memo line of both checks. After depositing the charitable funds into his personal account, however, BROOKS, over several weeks, made a payment to a personal credit card account for personal charges,

wrote another check to his wife's defunct charity, paid a personal loan, energy bills for his home and his ex-wife's home, paid a home repair bill and wrote a \$500 check to a family member as a Christmas gift.

32. From in or about December 1995, through in or about December 2011, Coca Cola contributed approximately \$400,000 to Universal Humanities based on BROOKS' false representations that he used the donations for Universal Humanities' Visions of Literacy program. During this same period, Coca Cola received between approximately 1,500 to 6,000 applications yearly from charitable organizations, seeking contributions from the company for various community-based programs, including literacy programs. BROOKS' improper diversion of the charitable funds that he received on Universal Humanities' behalf prevented Coca Cola from awarding these funds to other legitimate charities seeking support for their work in the community or benefitting those persons in need of literacy training or other assistance.

**B. Donor – The Georgia Pacific Corporation**

33. From in or about 1996, through in or about January 2012, BROOKS requested charitable donations for Universal Humanities from the Georgia Pacific Foundation ("Georgia Pacific"). BROOKS solicited the contributions in letters and other written correspondence that contained materially false information about Universal Humanities and its purported Visions of Literacy program.

34. On or about September 6, 1996, for example, BROOKS caused the Visions of Literacy pamphlet to be mailed to Georgia Pacific, along with a letter requesting support for Universal Humanities' "education advocacy" and literacy initiatives. In response, Georgia Pacific issued a \$10,000 check to Universal Humanities on or about November 25, 1996.

35. Over the next 17 years, BROOKS submitted yearly requests to Georgia Pacific via the United States mail, asking for funds to "[e]xpand the Visions of Literacy program." He falsely represented that Universal Humanities had enjoyed "much success" in Georgia with its literacy program and that it was engaged in "efforts to end illiteracy throughout the nation." Based on these representations, Georgia Pacific issued yearly checks to Universal Humanities in the amount of \$10,000.

36. In his solicitation letters to Georgia Pacific, BROOKS also falsely claimed that the charitable donations would help expand the Visions of Literacy program to Alabama, Mississippi, North Carolina, South Carolina, Louisiana and Florida. But during the 17 years that BROOKS sent these letters to Georgia Pacific, the Universal Humanities Visions of Literacy program never expanded or conducted literacy programs in the listed states, even though Georgia Pacific donated approximately \$140,000 to the effort. As described below, BROOKS diverted much, if not all, of the charitable money to his personal account to pay

personal expenses, rather than use the funds to benefit Visions of Literacy as he falsely represented.

37. For example, in or about January 2005, Georgia Pacific issued a \$10,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about February 3, 2005 and, on the following day, wrote a \$9,000 check from the Universal Humanities account, transferring the charitable funds to his personal account. After depositing the money into his personal account, BROOKS wrote several personal checks, including payments of thousands of dollars on his personal credit card accounts, and payments of various energy bills, personal insurance premiums, and for cable and lawn service at his residence.

38. In or about February 2006, Georgia Pacific sent a \$10,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about February 8, 2006. Over the next several days, BROOKS transferred \$10,000 in charitable funds from the Universal Humanities account to his personal account. After depositing the funds into his personal account, BROOKS made payments totaling \$6,000 to his personal credit card accounts on or about February 13, 2006, as well as payments of insurance premiums and an energy bill for his home.

39. In or about January 2007, Georgia Pacific issued another \$10,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about February 8, 2007. During the weeks that followed, BROOKS wrote two checks from the Universal Humanities account, transferring \$10,000 into his personal account. Specifically, on February 8, 2007, BROOKS wrote a check in the amount of \$5,000 as "Reimbursement for Expenses Literacy Training." On February 28, 2007, he wrote a second \$5,000 check as "Reimbursement for Exp's." After the deposit of these funds into his personal account, BROOKS made a payment on a personal credit card account, paid his energy bill and his ex-wife's energy bill, his cable bill, and wrote multiple checks to his lawn care service for his home and to his insurer.

40. Likewise, in or about April 2009, Georgia Pacific donated \$10,000 to the Visions of Literacy program. BROOKS deposited the check into the Universal Humanities account and, within the same month, transferred \$15,000 in charitable funds to his personal account. In the check memo lines, BROOKS falsely represented that the funds were reimbursement for expenses, including costs related to the commemoration of the 1946 lynching that occurred on the Moore's Ford Bridge in Walton County, Georgia. But BROOKS subsequently used these funds to pay a credit card bill, his energy bill and his ex-wife's energy bill, life insurance premiums, home repairs and other personal expenses. Georgia Pacific

was unaware that BROOKS used the funds for personal expenses. Because BROOKS improperly diverted the charitable funds given to Universal Humanities, these funds were not used to support charitable work in the community, including efforts to help individuals who faced literacy issues.

**C. Donor – Northside Hospital**

41. From in or about 2005, through in or about 2012, BROOKS sought monetary donations for Universal Humanities from Northside Hospital (“Northside”). In discussions with representatives of the hospital, BROOKS made materially false representations about Universal Humanities’ need for funds to assist its students.

42. Beginning in or about 2005, BROOKS asked Northside to donate to Universal Humanities. He then asked a Northside representative to tour a site that BROOKS falsely represented to be a facility used by Universal Humanities. During a 45-minute tour of the site, BROOKS showed the Northside employee classrooms, computers and other materials, while he discussed the health, wellness, and educational needs of disadvantaged communities. In a subsequent call to the Northside employee, BROOKS represented that there was a “tremendous need” for Northside to support Universal Humanities’ efforts in the community. BROOKS commented that Universal Humanities would not be able to meet its organizational demands if Northside did not donate. During the solicitations that followed,

BROOKS characterized the community need as "severe" and requested that Northside make its donations earlier and earlier in the year.

43. BROOKS' banking activity, however, did not reflect that Universal Humanities incurred costs relating to computers, books or other training materials. Rather than use the Northside funds to assist disadvantaged communities, BROOKS diverted the donations to pay his own personal expenses. For instance, in or about October 2005, Northside issued a \$15,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about October 11, 2005. Over the next two days, BROOKS wrote two \$5,000 checks from the Universal Humanities account, transferring the funds to his personal account. In the memo line of both checks he wrote: "Reimbursement for Loan." On November 3, 2005, BROOKS transferred \$3,800 in charitable funds from the Universal Humanities account to his personal account. BROOKS wrote that the first check was for "Reimbursement: Coordination of The GA Million More Movement," and the second check was for "Cash" for "Exp's Voter Reg. GA." After depositing the Universal Humanities funds into his personal account, BROOKS made several payments for personal expenses, including payments of thousands of dollars on a personal credit card account, a check to his wife, and payments for home utility bills, medical bills, cable service, car insurance, laundry charges and a home flooring company.

44. In or about August 2007, Northside wrote a check for \$15,000 to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about August 29, 2007 and, over the next several days, transferred the funds to his personal account. In the memo line of the checks BROOKS wrote "Reimbursement for Expenses for Voter Reg. & Literacy Ed. GA," "Reimbursement for Exp's for Moore's Ford Bridge," and "Reimbursement for Voter Reg. & Ed. GA & SE." After depositing the charitable funds into his personal account, BROOKS wrote several checks related to personal expenses, including payments to a personal credit card account, and various payments of utility bills and lawn service charges.

45. In or about March 2009, Northside issued a \$15,000 check to Universal Humanities. BROOKS deposited the check into the Universal Humanities account on or about March 24, 2009. The day after making this deposit, he transferred \$9,000 to his personal account. In the memo line of the check he wrote, "Reimbursement for Exp's Citizenship Ed." On April 2, 2009, BROOKS then wrote a second \$6,000 check from the Universal Humanities account to his personal account, noting that the money was "Reimbursement for Exp's." After transferring these funds to his personal account, BROOKS wrote several checks for personal expenses, including payments of thousands of dollars

to his wife and her business, payments on personal credit card accounts, and payments for utilities and home repairs.

46. Subsequently, in or about January 2011, Northside again donated \$15,000 to Universal Humanities to fund the Visions of Literacy program. BROOKS deposited the check into the Universal Humanities account on January 18, 2011. Over the next three days, BROOKS wrote two checks from the charitable account to his personal account in the amounts of \$8,000 and \$7,000, respectively. In the memo line of each check, BROOKS falsely represented that the funds were reimbursement for "Visions of Literacy Exps." Over the next several days, BROOKS used all of these funds, including much, if not all, of the Northside donation, to pay over \$10,000 toward a personal loan, and make payments for life insurance premiums, car insurance, a phone bill, family energy bills and other personal expenses.

47. From in or about 2005 through in or about 2012, Northside donated approximately \$240,000 to Universal Humanities based on BROOKS' false representations that the monetary donations would be used to fund literacy training and tutoring services for students. In fact, BROOKS did not utilize the funds for these purposes; instead, he diverted much, if not all, of the money for his personal use, without Northside's knowledge. These funds, therefore, never benefitted literacy efforts or the individuals they were intended to help.

**D. Other Universal Humanities Donors**

48. Between in or about 1995 through in or about 2012, other charitable groups, companies and individuals donated to Universal Humanities as well, relying on BROOKS' false promises that the funds would be used to combat illiteracy and fund other charitable work. But BROOKS diverted much, if not all, of these funds to pay his own personal expenses, and expenses for his wife, ex-wife and son. For instance, one such donor, an Atlanta law office, initially intended to make a donation to GABEO. But BROOKS asked the law office to contribute to Universal Humanities instead. BROOKS falsely represented that Universal Humanities served as GABEO's training and outreach component. Relying on BROOKS' false representations that the donation would be used to further Universal Humanities and GABEO's educational outreach, the law office gave BROOKS a check for \$2,500 made payable to Universal Humanities, rather than to GABEO. In truth, however, Universal Humanities did not provide such training and outreach on GABEO's behalf. Moreover, after receiving these funds, BROOKS used much, if not all, of the law office's donation to pay personal expenses, rather than to provide educational outreach for GABEO through Universal Humanities.

**EXECUTION OF THE UNIVERSAL HUMANITIES SCHEME**

**COUNT ONE**

**(Donor – Coca Cola Company: Mail Fraud)**

49. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 48, as if fully set forth herein.

50. On or about the date identified in column B below, in the Northern District of Georgia, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme and artifice to defraud and to obtain money and property from Coca Cola by means of materially false pretenses, representations and promises, did knowingly cause to be delivered by the United States Postal Service, according to the direction thereon, the mail matter identified in column D below:

A	B	C	D
COUNT	DATE	RECIPIENT ADDRESS	DESCRIPTION OF MATTER
ONE	4/30/2009	Station A – P. O. Box 11185 Atlanta, GA 30310	Letter from Coca Cola regarding donation to Universal Humanities

All in violation of Title 18, United States Code, Sections 1341 and 1349.

**COUNTS TWO THROUGH FOUR**  
**(Donor – Coca Cola Company: Wire Fraud)**

51. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 48, as if fully set forth herein.

52. On or about the dates set forth below in Column B, in the Northern District of Georgia and elsewhere, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme and artifice to defraud and to obtain money and property from Coca Cola by means of materially false and fraudulent pretenses, representations, and promises, did transmit and cause the transmission in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, that is, the Defendant, TYRONE BROOKS, Sr., did transmit and caused the transmission identified below in Column D to occur, resulting in transfers of signs, signals, and sounds via the Internet to Coca Cola in furtherance of such scheme:

A	B	C	D
COUNT	DATE	RECIPIENT	DESCRIPTION OF MATTER
TWO	1/27/2010	Coca Cola	Transmission of the Visions of Literacy program funding request via the Internet
THREE	1/11/2011	Coca Cola	Transmission of the Visions of Literacy program funding request via the Internet

FOUR	12/11/2011	Coca Cola	Transmission of the Visions of Literacy program funding request via the Internet
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All in violation of Title 18, United States Code, Sections 1343 and 1349.

**COUNTS FIVE THROUGH SEVEN  
(Donor – Georgia Pacific: Mail Fraud)**

53. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 48, as if fully set forth herein.

54. On or about the dates identified in column B below, in the Northern District of Georgia, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme and artifice to defraud and to obtain money and property from Georgia Pacific by means of materially false pretenses, representations and promises, did knowingly cause to be delivered by the United States Postal Service, according to the direction thereon, the mail matter identified in column D below:

A	B	C	D
COUNT	DATE	RECIPIENT	DESCRIPTION OF MATTER
FIVE	1/6/2009	133 Peachtree Street 32 <sup>nd</sup> Floor Atlanta, GA 30303	Solicitation regarding \$10,000 donation for Universal Humanities
SIX	1/5/2010	133 Peachtree Street 32 <sup>nd</sup> Floor Atlanta, GA 30303	Solicitation regarding \$10,000 donation for Universal Humanities

SEVEN	1/6/2012	133 Peachtree Street 32 <sup>nd</sup> Floor Atlanta, GA 30303	Solicitation regarding \$10,000 donation for Universal Humanities
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All in violation of Title 18, United States Code, Sections 1341 and 1349.

**COUNTS EIGHT THROUGH SIXTEEN  
(Donor – Northside Hospital: Wire Fraud)**

55. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 48, as if fully set forth herein.

56. On or about the dates identified in Column B below, in the Northern District of Georgia and elsewhere, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme and artifice to defraud and to obtain money and property from Northside Hospital, by means of materially false and fraudulent pretenses, representations, and promises, did transmit and cause the transmission in interstate commerce, by means of a wire communication, certain signs, signals, and sounds, that is, the Defendant, TYRONE BROOKS, Sr., did cause the financial transactions identified below in Column D to occur, resulting in transfers of funds, via interstate wiring, to Universal Humanities' bank account number XXXXXX4111:

A	B	C	D
COUNT	DATE	RECIPIENT	DESCRIPTION OF MATTER
EIGHT	8/14/2008	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
NINE	3/24/2009	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
TEN	7/07/2009	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
ELEVEN	1/19/2010	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
TWELVE	4/13/2010	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
THIRTEEN	1/7/2011	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
FOURTEEN	3/17/2011	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
FIFTEEN	1/18/2012	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.
SIXTEEN	3/13/2012	Universal Humanities	Transfer of \$15,000 from Northside Hospital's bank account to Universal Humanities' bank account.

All in violation of Title 18, United States Code, Sections 1343 and 1349.

## COUNTS SEVENTEEN THROUGH TWENTY-FOUR

### THE GABEO SCHEME

#### **I. Overview of the Scheme**

57. The Grand Jury re-alleges and incorporates by reference Paragraphs 2 through 3, 14 through 16, and 48 as if fully set forth herein.

58. Beginning in or about 1997, and continuing through in or about November 2012, in the Northern District of Georgia and elsewhere, the Defendant, TYRONE BROOKS, Sr., knowingly and willfully devised and intended to devise a scheme and artifice to defraud and to obtain money and property from GABEO, and GABEO's donors and intended beneficiaries, by means of materially false and fraudulent pretenses, representations and promises, that is, the Defendant solicited and obtained funds from companies and individuals by falsely representing that monetary donations would be used by GABEO to support the organization's work, when, in fact, the Defendant diverted much of the funds for his own use without the donors or GABEO's knowledge and consent, as is more fully set forth herein.

59. GABEO's day-to-day operations were managed by its Board of Directors, which oversaw the administration of the organization. The GABEO board met to conduct its business. As its President, BROOKS was a member of GABEO's Board of Directors since 1993.

60. At the time that BROOKS became its President, GABEO already maintained a business checking account at a local bank (the "GABEO account"). GABEO's Treasurer utilized the GABEO account for the deposit of voluntary dues and donations to GABEO, as well as for the payment of expenses incurred by the organization, including those costs incurred from the group's annual meetings.

61. GABEO provided an annual stipend to its board members to cover GABEO-related expenses incurred by any officer. BROOKS received a \$4,800 stipend yearly, and the remaining officers received \$1,200 per year. GABEO's Treasurer made these payments from the GABEO account and also reimbursed board members for expenses that exceeded their yearly stipends, as long as the requesting board member provided receipts to the Treasurer. Payments made from the GABEO account required two signatures. BROOKS regularly sought and received reimbursement for GABEO expenses from the GABEO account, in addition to receiving his \$4,800 stipend.

62. Like the Universal Humanities scheme, set forth in Paragraphs 2 through 48, BROOKS regularly solicited donations, and received other payments, for GABEO that he subsequently diverted to his personal account, and ultimately used to pay his own personal expenses. In furtherance of this scheme, in December 1997, BROOKS established a second GABEO bank account at a different bank that he did not disclose to the remaining GABEO board members

(the "undisclosed GABEO account"). BROOKS listed his own post office box as the address of record for the undisclosed GABEO account, rather than have account statements and other materials sent to GABEO's Treasurer or another GABEO officer. Soon after opening the undisclosed GABEO account, he began depositing membership dues, GABEO donations, and operating funds into this account, without the knowledge of GABEO's Board of Directors. BROOKS was the only signatory on the undisclosed GABEO account.

63. As he did with funds that he received on behalf of Universal Humanities, BROOKS used the undisclosed GABEO account to divert funds that he received from GABEO members and donors. Specifically, BROOKS deposited the funds into the undisclosed GABEO account that he controlled and then funneled the funds to his personal bank account. BROOKS then used much of these diverted GABEO funds to pay his personal expenses. In the memo lines of the checks that he wrote transferring the money from the undisclosed GABEO account to his personal account, BROOKS included false notations, claiming that the funds were reimbursement for GABEO expenses. But BROOKS' spending, both before and after the transfer of money to his personal account, did not reflect charitable expenditures consistent with his notations on the GABEO checks.

64. After BROOKS opened the undisclosed GABEO account, members of GABEO's Board of Directors noted the organization's apparent loss of most of its

corporate contributions. Members of GABEO's Board of Directors sometimes saw corporate representatives in attendance at GABEO's annual meetings. But BROOKS did not disclose to GABEO's Board of Directors, nor did these board members otherwise know, that BROOKS regularly received contributions for GABEO from corporate and individual donors that he deposited into the undisclosed GABEO account – an account that he controlled.

65. In furtherance of the scheme, on or about November 22, 2011, and on or about May 31, 2012, BROOKS obtained bank loans on behalf of GABEO in the amounts of approximately \$3,700 and \$4,500, respectively. BROOKS sought and received the loans without the knowledge and consent of GABEO's Board of Directors. BROOKS falsely represented to the bank that GABEO intended to use the proceeds of both loans for "Citizenship Education Get Out the Vote" initiatives. Relying on BROOKS' materially false representations, the bank approved both loans and issued the proceeds to BROOKS. BROOKS subsequently used much of the funds to pay personal expenses, rather than for GABEO's education and voter registration programs as he claimed.

66. BROOKS also falsely represented to GABEO and Universal Humanities' donors that GABEO worked "in partnership" with Universal Humanities. For instance, in a written solicitation that BROOKS sent to Coca Cola for Universal Humanities in or December 2011, BROOKS falsely claimed that

GABEO was operating as a "sister organization" to Universal Humanities, and that GABEO was committed to the advancement and growth of Universal Humanities. But BROOKS did not seek or obtain approval from GABEO's Board of Directors to make such false representations; therefore, the board members remained unaware of them.

67. On or about January 17, 2012, BROOKS wrote a check for \$3,000 from the undisclosed GABEO account to transfer the money to his wife's charity, which was inactive at the time. In the memo line of the check, BROOKS falsely represented that the payment was "Reimbursement for [a] Loan" made by his wife's defunct charity to GABEO. In truth, his wife's charity had not loaned these funds to GABEO. Again, neither GABEO's donors nor its Board members knew of or consented to any of these loans.

68. Between in or about 2002 through in or about 2012, businesses, civic and religious groups and individuals contributed approximately \$300,000 to GABEO by providing written checks to GABEO through BROOKS, which BROOKS then deposited into the undisclosed GABEO account. These organizations and individuals contributed based on BROOKS' false representations that the funds would be used to support GABEO's work in the community. BROOKS used a portion of these funds to pay expenses related to GABEO's annual meetings, such as mailings, fliers, and a boating excursion held

in Savannah, Georgia. But BROOKS diverted much of the funds to pay his own personal expenses, as well as personal expenses for various family members, by funneling the funds into his personal account, where he commingled the GABEO contributions with Universal Humanities donations, as well as other funds, including his Georgia General Assembly salary. By diverting the GABEO donations for his and his family's personal use in this way, BROOKS benefitted himself at the expense of both GABEO and the communities most in need of the literacy, voter registration, and anti-crime programs for which the funds were intended.

## **II. Manner and Means of the Scheme**

### **A. Donor – The Coca Cola Company**

69. From in or about March 2003, through in or about May 2010, BROOKS sought annual contributions from Coca Cola on behalf of GABEO. BROOKS made materially false, written representations to Coca Cola that the funds would be used by GABEO to defray the costs of the organization's annual meetings, and to support GABEO's various community initiatives.

70. GABEO met as an entire body three times yearly: during the last weekend of February for its Winter Board Meeting; during the final weekend of June for its Summer Convention; and during the group's Fall Conference held during the last weekend in October. BROOKS solicited annual contributions from

Coca Cola on GABEO's behalf, purportedly to support and defray the costs of these annual meetings. BROOKS then used much of the funds to pay personal expenses for himself and his relatives, rather than to support and defray the costs of GABEO's annual meetings, as he represented to Coca Cola.

71. Beginning in at least 2003, representatives at Coca Cola received letters from BROOKS soliciting donations on behalf of GABEO. In response to BROOKS' solicitations, and relying on his materially false representations that the donations would be used to support and defray the costs of GABEO's annual meetings, Coca Cola made regular contributions to GABEO through Global Connections.

72. Once he received the contributions from Coca Cola on behalf of GABEO, however, BROOKS deposited the funds into the undisclosed GABEO account that he controlled. Between in or about March 2003, through on or about May 31, 2010, Coca Cola contributed approximately \$96,500 to GABEO by giving contributions to BROOKS. While BROOKS used a portion of these funds to pay for mailing, fliers, and other expenses related to GABEO's annual meetings, he diverted significant portions of these funds to pay personal expenses, without the knowledge and consent of Coca Cola and GABEO.

73. For example, in or about August 2003, Coca Cola wrote a \$5,000 check made payable to GABEO, and sent it to BROOKS, in response to written,

false representations that BROOKS made to the company that the funds would be used by GABEO. On or about August 20, 2003, BROOKS deposited that check into the undisclosed GABEO account. Approximately two weeks later, on September 4, 2003, BROOKS wrote a \$5,000 check from the undisclosed GABEO account to transfer the funds to his personal account. He indicated in the memo line of the check that the funds were due him for "Reimbursement for Expenses." Likewise, on December 3, 2004, BROOKS deposited another \$5,000 Coca Cola check into the undisclosed GABEO account. On December 6, 2004, he wrote himself a \$5,000 check for "Reimbursement for Expenses: Citizenship Ed Campaign." Within days of transferring these funds to his personal account, BROOKS paid multiple personal expenses, including credit card, lawn care, and cable service bills, as well as an energy bill for his ex-wife.

74. In or about November 2007, Coca Cola also wrote a \$5,000 check made payable to GABEO and sent it to BROOKS. On or about November 28, 2007, BROOKS deposited that check into the undisclosed GABEO account. A day later, BROOKS wrote a \$5,000 check from the undisclosed GABEO account to move the funds to his personal account. He indicated in the memo line of the check that the funds were due him for "Reimbursement for Exp.'s Voter Reg. ED., GA." Within days of funneling these funds to his personal account, BROOKS paid

multiple personal expenses from the account, including lawn care bills and his ex-wife's energy bill.

75. In or about August 2009, BROOKS received another \$5,000 contribution from Coca Cola on GABEO's behalf. In a solicitation letter that BROOKS mailed, or caused to be mailed, concerning the donation, BROOKS requested funds to defray the costs of GABEO's annual summer convention. On or about September 2, 2009, BROOKS deposited the check into the GABEO undisclosed account, along with another donation to GABEO for \$1,000, and, then, on September 3, 2009, immediately funneled \$6,000 to his personal bank account. BROOKS indicated in the memo line of the check that the funds were due him for "Reimbursement for Exp's Voter Reg & ED." Shortly after he moved these funds to his personal account, BROOKS wrote a \$5,000 check to his wife, rather than utilizing the funds on behalf of GABEO, as he falsely represented to Coca Cola.

76. Additionally, on or about February 12, 2010, BROOKS received a \$5,000 donation from Coca Cola for GABEO that he deposited into the undisclosed GABEO account. In a solicitation letter, BROOKS requested the funds from Coca Cola purportedly to support GABEO's February 2010 Annual Winter Conference, Board Meeting and Community Retreat. On March 8, 2010, BROOKS wrote a \$5,000 check to transfer the funds to his personal account for, according to the memo line of the check, "Reimbursement for Expenses Voter

Reg. & ED.” Over the course of the next six weeks, BROOKS used the funds to pay personal expenses, including payments of personal insurance premiums, and an energy bill for his ex-wife.

77. During this same period, Coca Cola received between 1,500 to 6,000 applications yearly from charitable organizations, seeking contributions for various community-based programs. BROOKS’ improper use of the funds that he received from Coca Cola on behalf of GABEO prevented the company from awarding these funds directly to GABEO, or to other charities seeking support for charitable purposes. Consequently, the diverted funds never benefitted the communities that GABEO and these charities served, but instead benefitted BROOKS.

**B. Donor – The Georgia Power Company**

78. From in or about April 2002, through in or about June 2012, BROOKS sought annual contributions from the Georgia Power Company (“Georgia Power”) on behalf of GABEO. BROOKS made materially false representations to the company that the funds would be used by GABEO to support the organization’s operating expenses and to defray the costs of its annual summer convention. Instead, BROOKS diverted much of the funds to pay personal expenses rather than for GABEO.

79. Between in or about April 2002, through on or about June 2012, Georgia Power contributed approximately \$37,500 to BROOKS on GABEO's behalf. GABEO was one of approximately 60 charitable organizations assisting African-American, Hispanic, Asian, and senior communities, to which Georgia Power contributed annually. Beginning in or about 2002, BROOKS sent written solicitations each year to Georgia Power on behalf of GABEO, and deposited the contributions into the undisclosed GABEO account. BROOKS falsely claimed in these solicitations that GABEO would utilize the funds to support its anti-crime and child hunger initiatives. In response, Georgia Power contributed \$5,000 annually to GABEO's programs aimed at crime prevention and child hunger, and \$1,000 yearly for GABEO's Summer Convention. But without Georgia Power's or GABEO's knowledge and consent, BROOKS diverted much of these funds to pay personal expenses for himself and his family members. GABEO, therefore, was never able to use these contributions to further its own work in the community. And, BROOKS' diversion of these funds prevented Georgia Power from awarding this money to other charities.

80. For instance, in or about December 2007, Georgia Power contributed a check in the amount of \$5,000 to GABEO. BROOKS deposited the check into the undisclosed GABEO account on or about December 6, 2007. One day later, BROOKS wrote a \$5,000 check to move the funds to his personal account. The

check memo line indicated that the payment was for "Reimbursement for Exp's Voter Reg. & ED GA." After depositing the funds to his personal account, BROOKS made payments to a personal credit card account, paid his ex-wife's energy bill, and a telephone bill.

81. In or about May 2009, BROOKS requested funds from Georgia Power purportedly for expenses related to GABEO's "Stopping the Violence, Save Our Children, [and] Ending the Carnage" programs. Relying on these false representations, Georgia Power sent BROOKS a \$5,000 check for GABEO in August 2009. On or about September 3, 2009, BROOKS deposited the contribution into the undisclosed GABEO account that he controlled. But within days of depositing the funds, BROOKS wrote a \$5,000 check to transfer the funds to his personal account. The check memo line indicated that the payment was for "Reimbursement for Exp's Voter Reg & ED GA." Following this deposit, BROOKS used much of the funds to make several payments to personal credit card accounts, and to pay other personal expenses, rather than for GABEO as he promised.

82. Similarly, in or about July 2010, BROOKS sent a solicitation letter to Georgia Power in which he again requested money purportedly for expenses related to GABEO's "Stopping the Violence, Save Our Children, [and] Ending the Carnage" initiatives throughout Georgia. In response, Georgia Power issued a

\$5,000 check to GABEO. On or about August 20, 2010, BROOKS deposited the check into the undisclosed GABEO account that he controlled. Shortly after depositing the funds, BROOKS wrote a \$5,000 check to move the funds to his personal account, noting in the memo line of the check that the money was "Reimbursement for Exp's Visions of Literacy." GABEO, however, did not operate a Visions of Literacy program. Unbeknownst to Georgia Power, BROOKS used these funds to make a \$2,000 payment on a personal credit card which included personal charges, rather than for GABEO initiatives, as he had represented to Georgia Power, or a literacy program, as he falsely claimed on his check.

**C. Donor – The International Brotherhood of Teamsters**

83. From in or about October 2003, through in or about September 2012, BROOKS sought annual contributions from the International Brotherhood of Teamsters ("IBT") on GABEO's behalf. BROOKS made materially false representations to IBT that GABEO would use the funds for voter registration, literacy, felon rehabilitation, and "Stopping the Violence" initiatives, as well as for other charitable causes. In fact, BROOKS diverted much of IBT's monetary contributions to pay his personal expenses and those of family members.

84. IBT, through a political action committee called "DRIVE," made regular contributions in the amount of \$5,000 to GABEO based on BROOKS'

written solicitations to the organization that the funds would be used by GABEO for its anti-crime, literacy, and voter registration platforms. Beginning in or about 2003, BROOKS began mailing these solicitations to IBT, and caused them to be mailed.

85. In response to BROOKS' solicitations, and relying on his materially false representations that the donations would be used by GABEO for the organization's voter registration, literacy, and felon rehabilitation initiatives, an IBT representative hand-delivered monetary contributions for GABEO to BROOKS. IBT issued the donations in checks made payable to GABEO in the amount of \$5,000.

86. Between in or about October 2003, through on or about September 12, 2012, IBT contributed approximately \$36,000 to BROOKS on GABEO's behalf. Once BROOKS received the contributions, however, he deposited the funds into the undisclosed GABEO account that he controlled and then diverted the funds for his personal use, all without the knowledge of IBT or GABEO.

87. For instance, in or about January 2007, BROOKS solicited a donation from IBT for GABEO. In response, IBT issued a \$5,000 check to GABEO on January 22, 2007. BROOKS deposited the check into the undisclosed GABEO account, and, on or about February 2, 2007, wrote a \$5,000 check from the undisclosed GABEO account to move the funds to his personal account. In the

memo line of the check he wrote, "Reimbursement for Expenses." Rather than utilizing the funds for GABEO's voter registration and literacy efforts, BROOKS wrote a check to his wife and paid various personal expenses, including a personal credit card payment, lawn care bills, and an energy bill for his ex-wife.

88. In or about June 2009, BROOKS also solicited a donation from IBT for GABEO. In response, IBT issued a check in the amount of \$5,000 to GABEO on or about September 16, 2009. BROOKS deposited the check into the undisclosed GABEO account on or about September 21, 2009. Two days later, BROOKS wrote a check in the amount of \$5,000 from the undisclosed GABEO account to transfer the funds to his personal account. In the memo line, BROOKS noted that the money was "Reimbursement for Exp.'s Voter Reg. & ED., GA." BROOKS then used much of the money for personal expenses, including multiple payments to personal credit card accounts, as well as payments of utility and lawn care expenses and his and his wife's telephone bills.

89. Likewise, on or about September 12, 2012, BROOKS received a \$5,000 donation from IBT on behalf of GABEO. BROOKS deposited the check into the undisclosed GABEO account several days later. Rather than utilizing the funds for GABEO's voter registration and literacy efforts, BROOKS used much of the funds to pay for a personal loan that he obtained in GABEO's name, all without the knowledge and consent of GABEO's Board of Directors. IBT was not

aware that BROOKS diverted much of the funds to pay a personal loan, and GABEO did not receive the diverted funds to support its mission, nor to aid the communities that are its beneficiaries.

**D. Other GABEO Donors**

90. During the time that BROOKS acted as GABEO's President, other charitable groups, companies and individuals also made donations to GABEO through BROOKS. These donors relied on BROOKS' false representations that GABEO would use the monetary donations to defray the costs of the organization's annual meetings and convention, and to support GABEO's programs. For example, an Atlanta, Georgia, firm specializing in environmental and local governmental issues, contributed approximately \$5,500 to GABEO through BROOKS. A professional organization of teachers operating in the state of Georgia contributed approximately \$750 to BROOKS on GABEO's behalf, relying on BROOKS' assurances that the funds were intended to support GABEO's annual meetings and convention. An Atlanta, Georgia, law office gave GABEO approximately \$1,200 through BROOKS, based on his representations that the funds would be used to support a children's school in South Georgia and GABEO's annual convention. A bank contributed approximately \$5,000 to GABEO through BROOKS based upon BROOKS' false representations that the funds would be used by GABEO to construct a commemorative marker at Moore's

Ford Bridge. Instead, without the knowledge and consent of these donors, BROOKS funneled these funds into the undisclosed GABEO account that he controlled. Thereafter, he transferred the funds to his personal account and used much of the contributions to pay personal expenses. Consequently, the diverted funds never benefitted the community or GABEO's work, as the donors intended.

### **EXECUTION OF THE GABEO SCHEME**

#### **COUNTS SEVENTEEN THROUGH EIGHTEEN (Donor – Coca Cola Company: Mail Fraud)**

91. The Grand Jury re-alleges and incorporates by reference Paragraphs 2 through 3, 14 through 16, 48 and 58 through 77, as if fully set forth herein.

92. On or about the dates identified in column B below, in the Northern District of Georgia, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme and artifice to defraud and to obtain money and property from Coca Cola by means of false pretenses, representation and promises, did knowingly cause to be delivered by the United States Postal Service, according to the direction thereon, the mail matter identified in column D below, all of which represented solicitations to Coca Cola for GABEO:

A	B	C	D
COUNT	DATE	RECIPIENT ADDRESS	DESCRIPTION OF MATTER
SEVENTEEN	2/6/2009	P.O. Drawer 1734 Atlanta GA 30301	Solicitation Regarding \$5,000 Donation for 2009 GABEO Winter Conference and Board Meeting
EIGHTEEN	5/8/2009	P.O. Drawer 1734 Atlanta GA 30301	Solicitation Regarding \$5,000 Donation for 2008 GABEO Summer Convention

All in violation of Title 18, United States Code, Sections 1341 and 1349.

**COUNTS NINETEEN THROUGH TWENTY-THREE  
(Donor – Georgia Power: Mail Fraud)**

93. The Grand Jury re-alleges and incorporates by reference Paragraphs 2 through 3, 14 through 16, 48, 58 through 68, and 78 through 82, as if fully set forth herein.

94. On or about the dates identified in column B below, in the Northern District of Georgia, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme and artifice to defraud and to obtain money and property from Georgia Power by means of materially false pretenses, representations and promises, did knowingly cause to be delivered by the United States Postal Service, according to the direction thereon, the mail matter identified in column D below, all of which represented solicitations to Georgia Power for GABEO:

A	B	C	D
COUNT	DATE	RECIPIENT ADDRESS	DESCRIPTION OF MATTER
NINETEEN	8/19/2008	241 Ralph McGill Blvd Atlanta GA 30308	Letter to Georgia Power Regarding GABEO "Stopping the Violence, Saving our Children, [and] Ending the Carnage conferences"
TWENTY	5/27/2009	241 Ralph McGill Blvd Atlanta GA 30308	Letter to Georgia Power Regarding GABEO "Stopping the Violence, Saving our Children, [and] Ending the Carnage conferences"
TWENTY-ONE	7/27/2010	241 Ralph McGill Blvd Atlanta GA 30308	Letter to Georgia Power Regarding GABEO "Stopping the Violence, Saving our Children, [and] Ending the Carnage conferences"
TWENTY-TWO	5/3/2011	241 Ralph McGill Blvd Atlanta GA 30308	Letter to Georgia Power Regarding GABEO "Stopping the Violence, Saving our Children, [and] Ending the Carnage conferences"
TWENTY-THREE	5/3/2012	241 Ralph McGill Blvd Atlanta GA 30308	Letter to Georgia Power Regarding GABEO "Stopping the Violence, Saving our Children, [and] Ending the Carnage conferences"

All in violation of Title 18, United States Code, Sections 1341 and 1349.

**COUNTS TWENTY-FOUR THROUGH TWENTY-FIVE  
(Donor – International Brotherhood of Teamsters: Mail Fraud)**

95. The Grand Jury re-alleges and incorporates by reference Paragraphs 2 through 3, 14 through 16, 48, 58 through 68, and 83 through 89, as if fully set forth herein.

96. On or about the dates identified in column B below, in the Northern District of Georgia, the Defendant, TYRONE BROOKS, Sr., for the purpose of knowingly and willfully executing and attempting to execute the aforesaid scheme

and artifice to defraud and to obtain money and property from the International Brotherhood of Teamsters (“IBT”) by means of materially false pretenses, representations and promises, did knowingly cause to be delivered by the United States Postal Service, according to the direction thereon, the mail matter identified in column D below, all of which represented solicitations to IBT for GABEO:

A	B	C	D
COUNT	DATE	RECIPIENT ADDRESS	DESCRIPTION OF MATTER
TWENTY-FOUR	6/15/2009	25 Louisiana Avenue Washington DC 20001	Letter to IBT Regarding “GABEO/Universal Humanities” and Teamsters Partnership
TWENTY-FIVE	4/27/2011	25 Louisiana Avenue Washington DC 20001	Letter to IBT Regarding “GABEO/Universal Humanities” and Teamsters Partnership

All in violation of Title 18, United States Code, Sections 1341 and 1349.

**COUNTS TWENTY-SIX THROUGH THIRTY  
(False Tax Returns)**

97. The Grand Jury re-alleges and incorporates by reference Paragraphs 1 through 48, and 58 through 90, as if fully set forth herein.

98. In or about September 2011, BROOKS represented to the IRS under oath on Universal Humanities’ “Return of Organization Exempt from Income Tax” (Forms 990-EZ) that as its “CEO,” he received no compensation from Universal

Humanities between 2007 and 2010, when in truth and in fact, BROOKS then well knew that he derived significant compensation from Universal Humanities.

99. On or about the dates identified in column B, in the Northern District of Georgia, the Defendant, TYRONE BROOKS, Sr., did knowingly and willfully make and subscribe United States Individual Income Tax Returns (Forms 1040) for the tax years identified in column C, which were verified by written declaration that the Defendant, TYRONE BROOKS, Sr., made under the penalty of perjury and filed with the Director, Internal Revenue Service Center, at Atlanta, Georgia within the Northern District of Georgia, and which the Defendant, TYRONE BROOKS, Sr., did not believe to be true and correct as to every material matter, in that, on line 22 of said Forms 1040, the Defendant, TYRONE BROOKS, Sr., indicated that his total income for the identified tax years were the amounts listed in column D, whereas, as the Defendant then and there well knew and believed, that each amount identified in column D as his total income was not an accurate statement of his total income for such tax year identified in column C:

A	B	C	D
COUNT	DATE	TAX YEAR	TOTAL INCOME REPORTED ON LINE 22 OF IRS FORM 1040
TWENTY-SIX	4/15/2008	2007	\$35,784.27
TWENTY-SEVEN	4/8/2009	2008	\$32,609.46

TWENTY-EIGHT	4/13/2010	2009	\$32,122.97
TWENTY-NINE	4/9/2011	2010	\$35,685.30
THIRTY	4/10/2012	2011	\$34,769.02

All in violation of Title 26, United States Code, Section 7206(1).

A \_\_\_\_\_ BILL

\_\_\_\_\_  
FOREPERSON

SALLY QUILLIAN YATES  
UNITED STATES ATTORNEY

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