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Miguel L Green, DOB: 02/26/1967  
Yezlin Denae Wade, DOB: 07/24/1984

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From approximately 05/01/2017 to 11/30/2017 at 1558 N. 6th Street, in the City of Milwaukee, Milwaukee County, Wisconsin, defendant Miguel Green, as a party to a crime, did obtain title to property of Major League Baseball, having a value exceeding \$2,500 but not \$5,000, by intentionally deceiving that person with a false representation known by defendant to be false, made with intent to defraud and which did defraud that person, contrary to sec. 943.20(1)(d) and (3)(bf), 939.50(3)(i), 939.05, 971.36 Wis. Stats.

Upon conviction for this offense, a Class I Felony, the defendant may be fined not more than Ten Thousand Dollars (\$10,000), or imprisoned not more than three (3) years and six (6) months, or both.

**Count 4: THEFT (EMBEZZLEMENT) (VALUE EXCEEDING \$10,000) - AS A PARTY TO A CRIME**  
(As to defendant Miguel Green)

From approximately 08/01/17 to 05/31/18, at 2120 W. Wisconsin Avenue and elsewhere in the City and County of Milwaukee, State of Wisconsin, defendant Miguel Green, as a party to a crime and by virtue of his or her employment, possessed more than \$10,000 in money or negotiable instruments of Boys & Girls Club of Greater Milwaukee, and did transfer, use, or retain possession of such money or negotiable instruments without the owner's consent, contrary to the defendant's authority, and with intent to convert said property to his own use or to the use of any other person except the owner, contrary to sec. 943.20(1)(b) and (3)(c), 939.50(3)(g), 939.05, 971.36 Wis. Stats.

Upon conviction for this offense, a Class G Felony, the defendant may be fined not more than Twenty Five Thousand Dollars (\$25,000), or imprisoned not more than ten (10) years, or both.

**Count 5: CONSPIRACY TO COMMIT THEFT BY FRAUD (VALUE EXCEEDING \$10,000)**  
(As to defendants Miguel Green and Yezlin Wade)

From approximately 12/01/17 to 05/31/17 at 1558 N. 6th Street, in the City of Milwaukee, Milwaukee County, Wisconsin, defendants Miguel Green and Yezlin Wade conspired to obtain title to property of Boys & Girls Club of Greater Milwaukee with a value exceeding \$10,000, by intentionally deceiving that person with a false representation known by defendant to be false, made with intent to defraud and which did defraud that person, contrary to sec. 943.20(1)(d) and (3)(c), 939.50(3)(g), 939.31, 939.05 Wis. Stats.

Upon conviction for this offense, a Class G Felony, the defendant may be fined not more than Twenty Five Thousand Dollars (\$25,000), or imprisoned not more than ten (10) years, or both.

**Probable Cause:**

1. Complainant has been a sworn law enforcement officer for 20 years and is a Detective with the Milwaukee Police Department (MPD) assigned to the Financial Crimes Unit.
2. In this capacity, complainant investigated theft and fraud committed against the **Boys & Girls Clubs of Greater Milwaukee, Inc. (BGCGM)** by a former employee named **Miguel L. GREEN (GREEN)**. The information in this complaint is based on records and statements from BGCGM officials,<sup>1</sup> based on complainant's own investigation and observations, and based on the reports

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<sup>1</sup> These officials included former Chief Operations Officer Kimberly Walker, former Director of Athletics Eric Brown, Vice-President Melinda Wyant-Jansen, Chief Financial Officer Tammy Howard, Controller Janet McKnight, and other BGCGM employees.

and sworn statements of MPD Det. Luke O'Day, Det. Andrew Farina, retired MPD Det. Leo Carter, former Milwaukee County District Attorney Investigator Katherine Bourne, and other law enforcement officers. This complaint is also based on statements and information from more than two dozen other citizen witnesses, as well as investigators review of tens of thousands of pages of emails and business and bank records. This investigation shows as follows.

3. BGCGM provides academic and recreational programming for more than 5,000 Milwaukee-area children every day, and has more than 43,000 clients called "members." Part of BGCGM programming includes the **Reviving Baseball in Inner Cities (R.B.I.) Program**, a Major League Baseball youth outreach program designed to increase participation in baseball and softball among underserved youth with diverse backgrounds. The R.B.I. program is not a separate legal entity but part of BGCGM programming, run and managed by **Major League Baseball (MLB)** and "franchised" to Major League Ball Clubs and the BGCGM based on their application and adherence to a signed agreement and program guidelines. BGCGM's R.B.I. program is funded by the BGCGM, money received from the Milwaukee Brewers Baseball Club and other donors, and fees from R.B.I. players.
4. **Defendant Miguel GREEN** was involved in BGCGM's R.B.I. program for over ten years. GREEN started as coach who collected fees from his players. On 11/21/2013, BGCGM hired GREEN as a part-time program specialist, then later promoted him to coordinator for the R.B.I. program.
5. From 2012 to 2016, **GREEN stole player fees (Count 1**, described in ¶¶ 16-25). GREEN deposited more than \$20,000 in fees collected from R.B.I. players into his personal bank account instead of turning the fees over to the BGCGM. In this way, GREEN committed the crime of theft contrary to Wis. Stat. § 943.20(1)(b).
6. Between 2015 and 2018, **GREEN submitted fraudulent check requests (Count 2**, ¶¶ 26-56). He requested hundreds of checks from BGCGM for costs he claimed were incurred by the R.B.I. program. Many of his check requests falsely represented the work or services performed, and contained forged signatures that falsely certified persons actually performed the services as represented. GREEN submitted requests for umpires who never umped, volunteers who never volunteered, and for instructors who never taught, and GREEN misrepresented the nature and extent of other work inasmuch as he apparently received kickbacks for some checks. Payees on BGCGM checks include GREEN's children, his students at Carter Christian Academy, his girlfriends, and their families. During this time, BGCGM's R.B.I. expenditures ballooned from less than \$50,000 a year in 2014 to more than \$220,000 a year by 2017. GREEN thereby committed the crimes of theft-by-fraud and fraudulent writings contrary to Wis. Stat. §§ 943.20(1)(d) and 943.39(1), and caused BGCGM to issue more than \$67,500 in checks that would not have otherwise been issued.
7. In summer 2016 and 2017, **GREEN defrauded Major League Baseball (Count 3**, ¶¶ 57-67) by directing his head umpire to fabricate games and scoresheets. He did this primarily so the R.B.I. program would be eligible to participate in the R.B.I. Regional Tournament. GREEN then submitted reimbursement requests which caused MLB to pay more than \$4,700 for tournament expenses. Had MLB known about the fabricated scoresheets, BGCGM's R.B.I. teams would have been disqualified and MLB would not have paid out this money.
8. In March 2017, GREEN directed "volunteers" to staff concession stands at Miller Park to raise funds for BGCGM and its R.B.I. Program. Between 3/1/2017 and 8/11/2017, \$28,000 in concession proceeds are deposited to the BGCGM operating account for the R.B.I. program.
9. On 8/11/2017, GREEN's supervisor, Athletic Director Lanelle Ramey, resigned. GREEN is not promoted to athletic director; instead BGCGM hired Eric Brown, who becomes GREEN's supervisor.

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10. Following his supervisor's resignation on 8/11/2017, **GREEN diverts fundraising proceeds into his own unauthorized account (Count 4, ¶¶ 68-98).**
  - a. On 08/21/2017, GREEN opens a bank account in the name of "R.B.I. Milwaukee" and thereafter redirects \$26,000 in concession fundraising proceeds to the "R.B.I. Milwaukee" account controlled by GREEN instead of the BGCGM operating account.
  - b. GREEN also uses this new R.B.I. Milwaukee account to deposit fees and other fundraising proceeds collected from R.B.I. players, their families, and their donors. Although some of this money is apparently spent on R.B.I.-related expenditures, GREEN also spends thousands of dollars on fine dining, his rent, and jewelry, all without authorization from BGCGM.
11. In the wake of his supervisor's resignation, GREEN increases his check requests.
  - a. GREEN requests that BGCGM issue more than \$34,000 in checks to concession "volunteers" during the last 1.5 months of the baseball season (such check requests totaled only \$6,000 during the entire first 4 months of the baseball season).
  - b. GREEN requested that BGCGM issue more than \$23,000 to purported baseball instructors, when prior years expenditures previously amounted to no more than \$9,000 per year.
12. In February 2018, **GREEN and his sister created a dummy corporation to defraud BGCGM (Count 5, ¶¶ 99-110).** GREEN and his sister, YEZLIN WADE, created Excelling Sports USA, LLC, which only functioned to receive \$17,368 from BGCGM and redirect this money to GREEN and WADE and WADE's sister. GREEN and WADE thereby conspired to defraud BGCGM contrary to Wis. Stat. §§ 939.31, 943.20(1)(d).
13. Throughout his employment, **GREEN paid his family contrary to BGCGM's conflict of interest policy (Uncharged Conduct, ¶¶ 111-122).** Over the years, GREEN caused BGCGM to issue more than \$20,000 in checks to his immediate family. BGCGM work rules and conflict of interest policy required GREEN to disclose whether BGCGM did business with any of his relatives and whether any relatives financially benefited from BGCGM transactions. GREEN signed the forms and falsely affirmed that none of his relatives benefited from BGCGM and that he complied with these specific provisions. In falsely certifying this document, GREEN falsified a corporate document and thereby committed the crime of fraudulent writings contrary to Wis. Stat. §§ 943.39(1).
14. On 4/11/2018, BGCGM terminated GREEN for poor judgment during a sleepover event in March 2018. Following GREEN's termination, BGCGM officials discovered suspicious transactions and the unauthorized R.B.I. Milwaukee bank account, and notified police.
15. The subsequent criminal investigation uncovered these schemes and showed that GREEN abused his position of trust, and caused BGCGM to expend money to benefit himself, his family, and his girlfriends, as well as those affiliated with the R.B.I. program. GREEN's schemes and crimes directly cost to BGCGM more than \$100,000, and indirectly cost BGCGM tens of thousands more in unpaid invoices, program waste, and revenue loss. The details of the schemes and losses follow.

### **GREEN STOLE PLAYER FEES**

#### **COUNT 1: PARTY TO THE CRIME OF THEFT BY BAILEE & EMPLOYEE – § 943.20(1)(b)**

(as to defendant MIGUEL GREEN)

16. From 2012 to 2016, GREEN collected individual R.B.I. player fees, failed to forward such fees to BGCGM, and instead deposited these proceeds into his personal bank account. He did this first

as a coach, and then as a part-time program coordinator for BGCGM's R.B.I. Program.

17. BGCGM officials explained that GREEN was authorized to collect certain player fees but had to turn over any money received and maintain and submit a receipt/deposit log. Such money should have been deposited into the BGCGM operating account. All vendors used by GREEN must be paid by BGCGM directly. Put differently, GREEN was never authorized to keep funds and independently pay vendors or other expenses.
18. This was also made clear in BGCGM handbooks and policies. BGCGM's Employee Handbook and Code of Ethics prohibited employees from "us[ing] their position with BGCGM to obtain special advantage or gain to themselves, any person related to them or any other related party," required employees to "[e]nsure that BGCGM assets and transactions are handled with integrity, and that each transaction is executed in accordance with applicable procedures, authorization and documentation," prohibited "false or misleading entries in any books, records, membership documentation, invoices, timesheets, and expense reports." Regarding fundraising, BGCGM employees must "be accurate and truthful in fundraising activities" and "honor our promises by using donated resources as the donor intended." The BGCGM Member Care Policy Manual on member fees instructed that "all payments are forwarded to BGCGM's Accounting Department for processing and deposit into the correct account." GREEN signed forms in 2013, 2015, and 2017 in which he acknowledged receiving and reviewing these manuals and policies.
19. Investigators subpoenaed GREEN's personal bank account and learned that, between 2012 and 2016, GREEN had deposited into his personal account<sup>2</sup> more than 120 R.B.I.-related checks. Most of these checks are payable to "Miguel Green," but circumstances show that the checks were for BGCGM's R.B.I. Program. Memo notations on the checks often indicate the payments are for "travel team fees" or "RBI" or baseball or "Boys & Girls Club" or hotel or tournament fees. Most of the payors or names in the memo notation had the same surname as children recorded as being in BGCGM's R.B.I. Program. Other checks appeared intended for the BGCGM because they were for the same amount as other checks that had such notations, or bank records show the payor wrote other checks for the BGCGM RBI Program. These checks totaled more than \$20,000.
20. These bank records also show that, on 5/18/2017, a \$350 check issued by Kate Rock payable to "Boys & Girls Club" for "RBI 15U" was deposited into GREEN's personal bank account at Chase. Det. Farina interviewed Kate Rock, who advised that she intended the check for Boys & Girls Clubs, not for Miguel Green, and did not give GREEN permission to deposit her check into GREEN's personal bank account. Kate Rock also said that GREEN had earlier instructed her to make a \$50 check out to "Miguel Green" and she did, but was "wiser" after that incident.
21. Emails between GREEN and his supervisor also show GREEN knew checks should be turned over to BGCGM. For example, in January 2015, Lanelle Ramey emailed GREEN asking "where are the monies collected" for Winter Workouts and GREEN responded that he dropped off \$4,440 from 75 players. In April 2015, Ramey reviewed a proposed fundraising letter and asked "Are we depositing all of these dollars into the Clubs account?" GREEN replied, "All funds are being deposited into the RBI account...all the donations and travel team fees are being deposited in the RBI account....I will have invoices...but the money will already be in the RBI account." Following this, GREEN notified Ramey when he deposited money for the R.B.I. Program – for a while.
22. In early 2015, Ramey inquired about R.B.I. deposits. Immediately following Ramey's inquiry, there are no apparent R.B.I.-related checks deposited into GREEN's personal account at Chase Bank. In contrast, in Spring of 2013 and Spring of 2014, GREEN deposited thousands of dollars and

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<sup>2</sup> Investigators subpoenaed GREEN's J.P. Morgan Chase bank – he is the lone signatory to the account and the expenditures are what you would expect for day-to-day spending. For example, there are several checks to Angela Corona for rent and Corona confirmed that she is Green's landlord.



dozens of checks for "RBI League Fee" and "Travel Team fees" into his personal bank account.

23. GREEN's bank records show that he opened this personal account on 1/23/2012 at JP Morgan Chase bank's downtown Milwaukee branch at 111 East Wisconsin Avenue in the City of Milwaukee, and often deposited checks and cash via a branch at 211 W. Capitol Drive, and spent most of the account's money in the County of Milwaukee, State of Wisconsin.
24. As detailed further below, GREEN admitted that he commingled R.B.I. and personal funds but claimed he expended more for the program than he took in over the years. However, a review of GREEN's personal bank account from this time period shows few transactions that appear to be for the R.B.I. Program, and no transfers of money back to BGCGM. BGCGM also reimbursed GREEN for expenses over the years, so it is unclear why he would have not submitted his claimed expenditures.
25. In summary, the investigation shows that, between 1/1/2012 and 5/31/2018, GREEN kept fees and proceeds that he obtained by virtue of his positions with BGCGM and which belonged to BGCGM and which should have been forwarded to BGCGM. In doing this without authorization, GREEN committed the crime of theft-by-employee, both directly and as party to a crime, contrary to sections 939.05, 943.20(1)(b), 971.36, and pursuant to a single intent and design or in execution of a single deceptive scheme.

### **GREEN SUBMITS FRAUDULENT CHECK REQUESTS**

#### **COUNT 2: PARTY TO THE CRIME OF THEFT BY FRAUD – § 943.20(1)(d)**

UNCHARGED COUNT: PARTY TO THE CRIME OF FRAUDULENT WRITINGS – § 943.39(1)

(as to defendant MIGUEL GREEN)

26. As R.B.I. program coordinator, GREEN submitted fraudulent paperwork and thereby requested that BGCGM issue checks payable to GREEN's acquaintances and relatives. For example, GREEN requested that BGCGM issue checks to "umpires" who never worked baseball games, to concession "volunteers" who never volunteered, and to baseball instructors who never actually instructed.
27. GREEN's requests were "supported" by paperwork with forged signatures and fabricated social security numbers. BGCGM officials explained that GREEN was required to submit forms supporting these check requests before BGCGM would issue a check to an individual or company acting as a vendor. Such forms included: W-9 forms which must be signed by the actual third-party vendor and identify the vendor's social security number (SSN) or taxpayer identification number (TIN), and check requests for the R.B.I. Program which specify the date and location and nature of the work performed and which require the check recipient to personally certify that he or she has performed the specified work on the specified date at the specified location. As explained below, GREEN forged signatures and certifications without the authorization of the purported payee. BGCGM officials said they relied on GREEN's representations in the paperwork and would not have approved issuing the checks had they been aware that GREEN submitted false information or forged signatures.
28. GREEN submitted his check requests and forms to BGCGM officials at 1558 N. 6<sup>th</sup> Street in the City and County of Milwaukee, State of Wisconsin. This is the same location from which checks would be issued and dispersed.
29. GREEN would often ask for checks directly from BGCGM's finance department, who would then send GREEN back to supervisors to approve. For example, supervisor Eric Brown would approve these checks as a matter of routine, but under the assumption that this was how the program always worked and that they were legitimate expenditures for the BGCGM R.B.I. Program. BGCGM officials said that GREEN would often direct former BGCGM accounts payable clerk

Karran Wesley to issue checks and GREEN would pick up these checks himself. Det. Carter reviewed email correspondence between miguelg@boysgirlsclubs.org and Karran Wesley which corroborated this account and showed GREEN requesting and picking up checks directly from Karran Wesley.

30. Detailed below are GREEN's check schemes and beneficiaries of these schemes, and his theft-by-fraud, which was committed pursuant to a single intent and design or in execution of a single deceptive scheme.

#### *Umpire Checks*

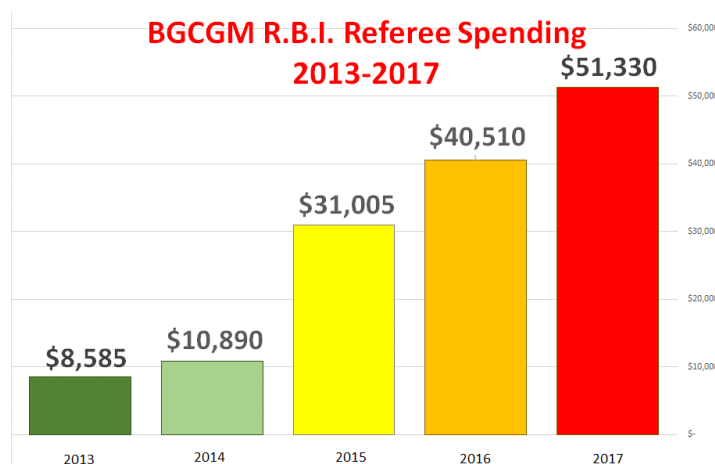
31. Between 2014, and 2017, GREEN submitted paperwork causing BGCGM to issue dozens of checks for umpiring services never provided as represented by GREEN. In submitting this paperwork, GREEN represented to BGCGM that his son and others umpired baseball games for BGCGM's R.B.I. program at specific dates and locations. However, records show that GREEN requested payment for games that never occurred, for games where umpires were already provided by third parties, and for persons who were incarcerated when they purportedly umpired games. As such, GREEN submitted false paperwork and caused BGCGM to issue more than \$40,000 in checks for umpire services never provided.
32. According to BGCGM officials and records, GREEN had to submit a BGCGM check request form to pay umpires for umpiring R.B.I. games. These forms typically required GREEN to specify which umpires worked which fields on which dates and times. Most check request forms also required that umpire who worked the game to sign the form and thereby required that the umpire personally certify that he or she actually worked the game. BGCGM officials relied on these forms being accurate in issuing checks.
33. The check request forms submitted by GREEN appear to be false or fraudulent in several respects.
- a. GREEN submitted check requests for two men, his son and a mentee, who were incarcerated when they purportedly umpired games.
    - i. Milwaukee County records show that Lawrence T Turner (M/B, 02-08-94) was in custody from 6/15/17 to 6/17/17, and again between 11:25 a.m. on 7/25/17 through 10/16/17. Despite this, between 6/1/17 and 10/31/17, GREEN submitted at least 11 payment requests which caused BGCGM to issue a check to Lawrence Turner for allegedly umpiring games during the time period in which he was incarcerated. Most of these payment requests were allegedly signed and initialed by "Lawrence Turner" during dates when he was incarcerated. In signing, "Lawrence Turner" certifies "that I worked the game(s) listed above and am requesting payment for the same." The payment requests specified dates and times of games (e.g. "8am, 10am, 2pm-4pm"), locations of games (e.g., "Rock Complex"), league (e.g. "RBI Fall Ball"), and type of work performed ("referee"). In turn, these twelve payment requests caused BGCGM to issue at least eleven checks to "Lawrence Turner." GREEN's paperwork caused BGCGM to issue Turner approximately \$5,800 for work Turner could not have done because he was incarcerated when GREEN claimed he worked these games. Det. Carter interviewed Turner, who said he has known GREEN since Turner was a child and a \$1,000 check issued to Turner while he was incarcerated was back pay for coaching and washing uniforms.
    - ii. GREEN also caused BGCGM to issue checks to his son, Antwan Johnson-Green, for allegedly working baseball games when jail records show Johnson-Green was incarcerated. Milwaukee County records show that Antwan D GREEN a/k/a Antwan D JOHNSON-GREEN (M/B, 10/22/92) was in custody at the Milwaukee County Jail

from 9/14/17 to 11/27/17. Despite this, GREEN submitted at least four written requests in September and October 2017 that caused BGCGM to issue checks payable to Johnson-Green for allegedly umpiring games during the time period during which he was incarcerated. In turn, these four payment requests caused BGCGM to issue at least three checks to “Antwan Green” totaling \$1,850 for work he could not have done because he was incarcerated.

- b. GREEN asked BGCGM to pay for umpires when umpiring services were already donated or provided.
  - i. For example, GREEN submitted dozens of forms to BGCGM to pay umpires for working games at the Rock Complex between 2015 and 2017. These purported umpires included Melvin Ross, Kenneth Blackman, Lawrence Turner, and Green’s son, Antwan Johnson-Green. Rock officials stated they never heard of these names or recalled them umpiring at the Rock Complex. Rock officials further stated that all umpiring services were either provided by the Rock, or by another third party, Game Day. Rock officials provided rosters, league, and payment schedules showing that Rock umpires worked many games that GREEN claimed in check requests were worked by his BGCGM umpires. Randy Hogan, a longtime RBI coach who assumed GREEN’s position after BGCGM terminated GREEN, stated that “no umpires should ever be paid for working games at the Rock or outside of Milwaukee County Parks.” Luke Schmidt, who was GREEN’s R.B.I. scheduler and who had worked as an Umpire Assignor for the Rock, stated there would never be any reason whatsoever for the BGCGM to pay for umpires for tournaments, and Schmidt never saw, heard, or scheduled the purported Rock umpires Melvin Ross, Kenneth Blackman, Lawrence Turner, or Antwan Johnson-Green. Mark Casanova also worked for the Rock and for BGCGM; shown photos of Lawrence Turner and Antwan Johnson-Green, Mark Casanova said he has never seen either before in his life.
  - ii. In total, between 2015 and 2018, GREEN requested that BGCGM issue more than \$35,000 in checks for umpiring services at the Rock and other locations that did not happen.
- c. GREEN submitted check requests causing BGCGM to pay persons who never umpired.
  - i. For example, Janiyah Adams-Woodward stated she has never umpired or played softball, yet GREEN submitted forms causing BGCGM to issue her more than 20 checks totaling more than \$4000, all for purportedly “umpiring” more than 60 games. Adams-Woodward said GREEN had her sort uniforms, unload bats, and cheer at games.
  - ii. Ni’mymia Pompey stated she never worked as an umpire, yet GREEN submitted check requests causing BGCGM to issue Pompey more than 20 checks totaling more than \$4000, all for purportedly “umpiring” more than 40 games. Pompey said that sometimes they would assist GREEN with sorting jersey’s or inventory at GREEN’s house, but most of the time they got paid to “just show up” and attend games. This did not involve unloading equipment – they just sat in the stands in their RBI jersey/uniform. It was basically “free money” to “just show up.”
  - iii. Alvin Clippis, the grandfather of one of GREEN’s girlfriends, Dellareese Williams, denied umpiring for BGCGM. Yet, GREEN caused BGCGM to issue Clippis more than \$5,000 in checks for umpiring. Clippis said he worked for BGCGM once, watching the kids play in the gym. A BGCGM official told police that they absolutely do not pay anyone to simply sit in stands and watch kids.



- iv. Given a list of purported RBI umpires who were paid during the time Luke Schmidt was R.B.I.'s scheduler, Schmidt did not recognize more than twenty names. The umpiring circle is small, Schmidt said, and most umpires know each other. Schmidt believed he would remember most of the people he scheduled and said that GREEN would absolutely go through Schmidt to schedule the umpires.
- d. GREEN submitted check requests for days when "umpires" did not work.
- i. Adams-Woodward – who never actually umpired - went through her phone and confirmed that, in 2016 and 2017, she only "worked" less than half of the 40 or so dates that GREEN's check requests claimed she umpired. Pompey – who also never actually umpired - also used her phone and photo archives to confirm that she never worked several dates when GREEN claimed that she had umpired games. To repeat: Adams-Woodward never umpired for BGCGM.
  - ii. Umpire Mark Casanova compared dates in GREEN's check requests with his old schedule books, and found numerous wrong dates, as well as requests containing dates that he did not actually work at all.
34. Det. Portnoy reviewed baseball field rental documents from the Milwaukee County Parks department, and compared the dates and number of field rentals to games reported by GREEN on the forms he submitted to BGCGM. Det. Portnoy's examination showed:
- a. In 2015, 2016, and 2017, GREEN requested checks for hundreds more games than could have been worked given the field rental schedules.
  - b. GREEN asked BGCGM to pay for umpires for game days when records show there were no baseball games.
  - c. GREEN asked BGCGM to pay umpires for locations on dates when those location were unavailable or not rented to BGCGM.
  - d. GREEN had BGCGM to pay umpires two or three times for the same date and time of purported services, and thereby double or triple billed for services that could not have been performed as represented in the paperwork.
  - e. GREEN had BGCGM pay more than \$10,000 in umpiring services for games that could not have happened at Milwaukee County Parks under the circumstances described above.
35. Additionally, GREEN exploded the BGCGM budget for umpiring, increasing it threefold in 2015, fourfold in 2016, and fivefold in 2017:



This increase in umpire budget correlates with the increase in fraudulent umpire invoices.

36. In total, the false forms caused BGCGM to pay tens of thousands of dollars for umpiring services never performed. In falsely representing that these persons provided umpire services to BGCGM as certified in the BGCGM forms, GREEN falsified corporate records belonging to BGCGM contrary to section 943.39(1), and committed theft-by-fraud contrary to section 943.20(1)(d).

*Concession "Volunteer" Checks*

37. In addition to exploding umpiring expenses, GREEN also exploded expenses for paid "volunteers." At GREEN's urging, BGCGM agreed let volunteers staff concession stands at Milwaukee Brewers games. GREEN began requesting that BGCGM pay these volunteers. BGCGM's Randy Hogan thought no volunteer should have been getting paid – it was supposed to be strictly volunteer. Nonetheless, soon after signing up BGCGM volunteers, GREEN began submitting check requests to pay volunteers.
38. During his police interview, GREEN said he contracted with Delaware North to staff concession stands for the entire year, but then parents and volunteers would not show up, and he had to offer them money to show up and fill spots. GREEN claimed these "volunteers" would not wait for BGCGM to issue them checks, and so he had to pay them from his own pocket. He claimed the concession stand thing wasn't working and so he "switched" accounts in 2017 from BGCGM to R.B.I. Milwaukee. GREEN blamed "greedy" parents and volunteers for the problems. It should be noted that there is no evidence that GREEN asked BGCGM to reimburse him for any volunteers he allegedly paid himself, indicating that he never paid volunteers himself.
39. Whatever GREEN's story, there exists both direct and circumstantial evidence that GREEN submitted fraudulent check requests for these so-called volunteers.
- GREEN requested most of this money after his supervisor, Lanelle Ramey, resigned from BGCGM in mid-August 2017. In the five-month period leading up to August 2017, the R.B.I. program requested 25 checks totaling \$6,000 for "temporary help," the accounting category for concession "volunteers." Yet in the two-and-a-half month period following Lanelle Ramey's resignation on 8/11/2017, the R.B.I. program requested more than 87 checks totaling almost \$34,000 for temporary help. Put another way, this category of spending averaged just over \$1500 a month under Lanelle Ramey, but more than \$11,000 a month following Ramey's resignation and departure.
  - GREEN's requests for concession "volunteer" payments exceeded income to BGCGM from the concession proceeds. Recall that GREEN only steered \$24,000 of the concession proceeds to BGCGM yet requested more than \$36,000 in checks for concession volunteers. Put differently, BGCGM took a loss on something that was supposed to raise funds for the R.B.I. Program.
  - Delaware North officials confirmed a limited number of people were trained and approved to work concessions, and that GREEN kept submitting untrained/unapproved individuals to work. In fact, records show that GREEN had BGCGM pay more than \$10,000 for persons who were untrained by Delaware North and unauthorized to work concessions.
  - After GREEN was terminated, BGCGM officials were unable to find most all of the paperwork and documentation submitted by GREEN to get these checks.

*Dorothy Harris & Children*

40. Between September 2017 and April 2018, GREEN requested that BGCGM issue 16 checks totaling more than \$8,290 to his girlfriend, Dorothy Harris, and her three adult children, yet Harris and her children deny working for BGCGM or RBI as represented in the paperwork. Thus, in submitting this paperwork, GREEN falsely represented to BGCGM that Harris and her children

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worked in these capacities for R.B.I. and BGCGM. GREEN's false paperwork caused BGCGM to issue checks for work never performed.

41. The paperwork submitted in support of these checks represented to BGCGM that:

- a. Dorothy Harris worked at "concession stands" and provided "baseball training (pitching and infield)" and worked games on dozens of specified dates, times, and locations; and that she signed and certified the same;
- b. Shirley Harris worked games, and worked as a baseball instructor for the RBI Winter Program on ten specific dates, and signed and certified the same;
- c. Andrew Harris worked as a baseball instructor for RBI Winter Training and RBI Summer on seven specific dates in March and April 2018, and that he signed and certified the same; and
- d. Shavez Hilliard signed the form and worked games for the RBI Winter and Summer programs, and that he signed and certified the same.

42. However, Harris and her children deny working for BGCGM/RBI as represented in the paperwork. Det. Carter interviewed **Dorothy Harris** a/k/a Dorothy Hilliard, who stated as follows:

- a. Harris moved in with GREEN in January 2018. GREEN told her he could put her on payroll since he is in charge of the R.B.I. program and could use an assistant. She further stated she would do his paperwork regarding the program as well as surveys on the computer from GREEN'S boss.
- b. According to Harris, she received and cashed three to four BGCGM checks from GREEN. The first time GREEN gave Harris a check was in September or October of 2017, when Harris needed \$1,100 for an apartment security deposit. GREEN told Harris to come by BGCGM. She did and GREEN handed Harris an envelope with check, possibly in the amount of \$1,000. GREEN told Harris the check was from concessions and that he donated money he made from concessions to her.
- c. Harris denied ever providing baseball instruction for the R.B.I. program.<sup>3</sup>
- d. Harris verified her signature on the back of three BGCGM checks given to her by GREEN, for doing paperwork for the program and helping him with some employee survey.
- e. Harris denied completing W-9 forms submitted by GREEN to BGCGM in support of issuing the checks to Harris and her children. Harris said that the social security numbers were wrong on the forms, with the exception of the form issued in her name, which she did not complete and in which someone had forged her signature.<sup>4</sup> Harris indicated that another signature on a W-9 form submitted in the name of her son, A.H., was also forged.
- f. Harris also said that GREEN had BGCGM issue checks to her three children, but her children never did any work for R.B.I. program or BGCGM.

43. Det. Carter reviewed BGCGM paperwork showing that, between September 2017 and April 2018, BGCGM issued 10 payments to Harris totaling \$5,850.00. Multiple invoices submitted in support of these payments claimed that Harris provided baseball instruction.

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<sup>3</sup> Asked about this, GREEN said that those invoices charging Dorothy Harris for coaching instruction were submitted in error and the checks never went through. BGCGM records showed they did issue checks to Harris.

<sup>4</sup> Det. Carter noted that the signature on Harris' driver's license appeared different than the signature on the Dorothy Harris W-9 form submitted to BGCGM.

44. Det. Carter interviewed Harris' three children, who corroborated that GREEN had BGCGM pay them for work the children never performed.
- Shirley Harris** stated that Miguel GREEN gave her two BGCGM checks, but she never worked for BGCGM. Shirley Harris was behind on her bills and car payment asked for help from her mother, Dorothy Harris. GREEN overheard and said he would help with her bills. Later, GREEN gave Shirley Harris two checks, one for \$440 and one for \$240, even though she never worked for BGCGM. Shown the W-9 on file with BGCGM with her name and purported signature on it, Shirley Harris said she never signed it and never before saw that document.
  - Andrew Harris** stated that he never worked for BGCGM, but he did fix Miguel GREEN's son's car and GREEN paid Andrew Harris with a check from BGCGM. GREEN also mailed Andrew a check for gas that Andrew paid for on a trip to Memphis. Andrew did not recall signing any tax documents (like a W-9).
  - Shavez Hilliard** said he did nothing for BGCGM to earn a check. But when Shavez Hilliard was in Milwaukee, he would ask his mom, Dorothy Harris, for money. But she did not have extra money and when he returned home to Memphis he received a \$400 check from BGCGM. Hilliard said he received only one check but BGCGM records show that GREEN had two checks issued in the name of Shavez Hilliard.
45. Thus, the paperwork is false in several respects. First, GREEN falsely represented that Dorothy Harris is entitled to commissions for work at concession stands. Second, GREEN falsely represented that Harris and her children provided baseball instruction during the 2018 R.B.I. Winter Training Program.<sup>5</sup> Third, GREEN falsely represented that Harris' children provided services to R.B.I. (and thereby of value to BGCGM) when in fact Harris' children provided no such services. Fourth, GREEN falsely represented that these person had actually and personally requested the check and certified the check requests. In filing this false paperwork, GREEN assumed the identities of Harris and her children, without their permission.
46. In falsely representing the extent and nature of work performed by the Harris family, GREEN falsified a record belonging to BGCGM contrary to section 943.39(1), and committed theft-by-fraud contrary to section 943.20(1)(d).

#### *Forged Signatures & Certifications*

47. In the course of requesting the checks, GREEN submitted forms which contained false representations. Multiple persons denied that they actually signed W-9 tax forms or check request forms and indicated that their signatures on these documents had been forged without their consent. As such, these documents falsely represent that the identified person actually signed the documents and personally certified that they performed the work. Several W-9 forms also contain fabricated social security and taxpayer identification numbers. The check request forms also contain false representations as to the date, location, extent, nature, and/or value of work allegedly performed. BGCGM officials said they would not have approved the checks had they known of the false certifications. Here are some witnesses who denied signing or certifying any check requests:
- As detailed above, Dorothy Harris and her three children (Shirley Harris, Andrew Harris, and Shavez Hilliard) all denied signing the required forms (W-9s and check requests) that GREEN submitted to BGCGM. These forged documents caused BGCGM issue 16 checks totaling more than \$8,290 which were payable to his girlfriend and her family.

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<sup>5</sup> Ni'myia Pompey also said they got paid just to attend winter workouts, and did not have to do anything but be there. GREEN always provided the checks by hand.

- b. Luke Schmidt was shown paperwork and confirmed that the signatures were not actually his. Shown check request forms with his purported signature, Schmidt said he had never seen nor signed the forms (though the forms certified that Schmidt personally signed and worked the listed games). Schmidt said, on 1/31/20, he spoke with GREEN about Schmidt's police interview and GREEN said that he signed things he shouldn't have so everyone could get paid, but it really wasn't a big deal. According to Schmidt and BGCGM accounting records, GREEN's forged check requests caused BGCGM to issue at least 14 checks payable to Schmidt which totaled at least \$5,200.
- c. Umpire Duane Riedl said he umpired 13 days for R.B.I. in Summer 2016 and 2017. Shown the W9 form and check request certifications on file with BGCGM, Riedl said he never signed these forms and did not give anyone permission to sign on his behalf. Riedl recalled getting paid by check sometimes, but was also paid in cash on several occasions. Luke Schmidt handled all the payments and schedules, but Riedl did hear Schmidt on the phone with Miguel GREEN when there were issues with a game. According to Riedl and BGCGM accounting records, in 2016 and 2017, GREEN's forged check requests caused BGCGM to issue at least 8 checks payable to Riedl which totaled \$1,200.
- d. Mark Casanova said he umpired for R.B.I. from 2015-17, and definitely did not sign the W-9 form (the signature was "ridiculous", he said.) Mark Casanova has filled out check request forms for Davis Boys & Girls Club, but never signed these forms for R.B.I. Mark Casanova noted that his name was misspelled on several such forms. He never gave anyone authorization to sign his name, he said. Between 2015 and 2017, BGCGM issued 13 checks to Mark Casanova totaling more than \$2,500.
- e. Bryan Groshek said he umpired for R.B.I. in 2015 and 2016. Shown a W-9 and check request forms with his purported signature, Groshek said he never signed any of these documents nor gave anyone else permission to do so. According to BGCGM accounting records, GREEN's forged check requests caused BGCGM to issue 7 checks payable to Groshek which totaled more \$1,550.
- f. Andrew Rodriguez said he umpired for R.B.I. from 2015-17, but denied signing the W-9 or check request forms with his purported signature. Andrew Rodriguez also said he never gave anyone permission to sign his name. During this time, the falsified signatures caused BGCGM to issue 11 checks payable to Rodriguez which totaled \$1,700.
- g. "Umpire" Adams-Woodward stated that GREEN had her only sign a form once, and confirmed that she did not sign several of the check requests that purported to contain her signature. Adams-Woodward reviewed at least 8 such check requests with her signature forged, which caused BGCGM to issue checks totaling more than \$1,100. According to BGCGM accounting records, from 2016-17, BGCGM issued 20 checks payable to Adams-Woodward which totaled more than \$4,000.
- h. "Umpire" Ni'myia Pompey reviewed the forms submitted on her behalf which purported to contain her signature. Pompey said she signed one only one form; she did not sign the others and never gave anyone permission to do so. Pompey said that she and Adams-Woodward contacted GREEN after police contacted them, and GREEN said he might have signed some things he shouldn't have but they can't complain because they got paid. Pompey reviewed more than ten such check requests with her signature forged. According to BGCGM accounting records, BGCGM issued 21 checks payable to N.P. which totaled more than \$4,000.
- i. Katie Schlegel said she did scorekeeping for RBI games in 2017. Shown a W-9 and check request forms with her purported signature, Schlegel said she did not sign the forms nor did she give anyone permission to sign her name, and her SSN was incorrect on the W-9.



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According to Schlegel and BGCGM accounting records, GREEN's forged check requests caused BGCGM to issue at least 4 checks payable to Schlegel which totaled more than \$400.

- j. Joshua Zuba said he worked as a scorekeeper for R.B.I. and was paid \$25 per game. Zuba denied signing the W-9 in his name on file with BGCGM, or any of the signatures on the work certifications required by BGCGM. Zuba denied signing any of these documents or giving anyone permission to sign his name. The false signatures caused BGCGM to issue at least 3 checks to Zuba in 2015 and 2017, totaling more than \$1,100.
- k. Concession "volunteer" Tierra Williams reviewed the W-9 Form submitted to BGCGM by GREEN, and confirmed it contained her correct social security number, but did not recall ever giving her SSN to GREEN and stated the form definitely did not contain her signature. She never filled out any paperwork for working concessions at Miller Park. According to BGCGM accounting records, BGCGM issued 3 checks payable to Tierra Williams which totaled more than \$1,100.

48. Investigators were only able to interview a few of the dozens of vendors used by GREEN as he coordinated the R.B.I. Program. The vendors examined here show that GREEN's forged signatures and certifications caused BGCGM to issue at least \$31,000 in checks it would not have otherwise approved.
49. There are likely more forged signatures and certifications. BGCGM provided more than 75 W-9's for purported vendors for the R.B.I. Program. Investigator Bourne found many vendors had inaccurate taxpayer identification numbers / social security numbers. Most of these W-9 forms contain signatures that appear to be written in the same script as the ones described above. Others are illegible. Similarly, many of the signatures on the checks requests appear to be in the same handwriting/script. This means that most of these checks were likely procured by false representations.

#### *Checks & Kick Backs*

50. Investigators came across two examples where GREEN received what appear to be kick backs from persons who received BGCGM checks.
51. Det. Carter interviewed Marie Cruz, who stated:
- a. Marie Cruz has two sons who participate in the R.B.I. program and she has known GREEN for eight or nine years.
  - b. On 1/8/18, GREEN called Marie Cruz and told her that her son had an award from the Hank Aaron Scholarship fund.<sup>6</sup> GREEN said he would prepare paperwork for \$1,000, and did get her a BGCGM check for \$1,000.
  - c. GREEN instructed Marie Cruz to give \$800 back to R.B.I. Milwaukee in a money order. Cruz did purchase an \$800 money order from her bank, made out to R.B.I. Milwaukee.
  - d. GREEN then said to take the \$200 difference and buy gloves for the boys from Dunn's Sporting Goods, and Cruz did.
52. Complainant reviewed records from BGCGM, Cruz, and BMO Harris which corroborated Cruz' statements and showed the transactions. On 1/10/2018, "Requisitioner" Miguel GREEN submitted a purchase order to BGCGM requesting \$1,000 in payment to Cruz. According to the purchase

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<sup>6</sup> GREEN's abuse of the Hank Aaron Scholarship money is detailed below in Count 5 (Excelling Sports. For this transaction, it suffices to note that Hank Aaron money is never supposed to go directly to a parent; it is supposed to go to a third-party vendor selected by the child.

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order, Cruz provided 50 hours of baseball training on ten specific days in November and December 2017. This caused BGCGM to issue \$1,000 check (#172308, dated 1/19/2018) to M.C., which was deposited at North Shore Bank on 1/29/2018. On 1/29/2018, Cruz obtained an \$800 money order (#30111383) which was then deposited into GREEN's R.B.I. Milwaukee account at BMO Harris.

53. Another instance in which GREEN received an apparent kick back involved Melvin Ross Jr. BGCGM emails and accounting records show that GREEN submitted thousands of dollars in check requests for Melvin Ross. in Fall 2016, purportedly for umpiring games in RBI's select league. Once such check (#165775) was dated 10/6/2016 and for \$1,200. Records from a check cashing store<sup>7</sup> show that, at the same time a man identifying himself as Melvin Ross cashed the \$1,200 BGCGM check on 10/6/2016, the man obtained a \$700 money order (#01083936). Bank records show that this \$700 money order was payable to "Miguel L. Green" and later deposited into GREEN's personal bank account with Chase.
54. Complainant notes there exist other money orders deposited into GREEN's personal bank account.
55. In this way, GREEN falsely represented to BGCGM that the checks were for work performed by the payees, and thereby committed fraudulent writings and theft-by-fraud at a cost of at least \$1,500 to BGCGM.
56. In sum, GREEN submitted fraudulent check requests and W-9 paperwork that caused BGCGM to issue more than \$67,500 in checks it would not have authorized had the false statements been disclosed. In this way, GREEN was a party to the crime of theft-by-fraud contrary to Wis. Stat. §§ 939.05, 943.20(1)(d), 971.36, with each theft committed pursuant to a single intent and design or in execution of a single deceptive scheme.

### **GREEN DEFRAUDS MLB BY FABRICATING SCORESHEETS**

#### **COUNT 3: PARTY TO THE CRIME OF THEFT-BY-FRAUD – § 943.20(1)(d)**

(As to defendant MIGUEL GREEN)

57. GREEN fabricated entire games so that his teams would qualify for MLB's R.B.I. Regional Tournament, then submitted reimbursement requests which cost MLB thousands of dollars.
58. From approximately 5/1/2017 to 11/30/2017, GREEN directed his head umpire, Luke Schmidt, to fabricate scoresheets for the BGCGM. Luke Schmidt stated that GREEN would provide Schmidt with a "roster," and ask Schmidt to fabricate games. These games were totally made up. It would take Schmidt about 5 minutes per game to fabricate statistics and score a game in the iScore data system. GREEN told Schmidt that some girls did not play softball. For example, Schmidt emailed GREEN several days worth of games on a single day, 7/10/17, including a 6/20/17 game that had been rained out. Schmidt said that once the scoresheets were completed, GREEN would forward them to officials at Major League Baseball.
59. Players confirmed that games were fabricated. For example, Janiyah Adams-Woodward confirmed that she never played softball and said several other girls did not, although they were listed as doing so. Ni-myia Pompey also confirmed that she never played for Lady Storm. Several other girls never played softball either. Most "fictional" players were students at Carter's Christian Academy, where GREEN also worked. Former RBI softball player Naveah Lucas confirmed she played for a team called the "Brewers" but never on the team listed on RBI paperwork and also did

<sup>7</sup> Community Services Financial Corporation, the same store used to cash BGCGM checks issued to Lawrence Turner, Antwan Johnson-Green, and many others.

not recognize several other “players” names. Gabriel Hammond identified more than ten girls who were listed as softball players but who were not on their scrimmage squad.

60. GREEN did this so that BGCGM’s R.B.I. Program would qualify for MLB’s R.B.I. Regional Tournament. According to GREEN’s successor, BGCGM Director Randy Hogan, in order to use the R.B.I. Program name and qualify for a Tournament Roster, the MLB R.B.I. program required BGCGM to submit paperwork showing 4 teams playing a minimum number of games.
61. Complainant spoke with a MLB Official in charge of baseball and softball development, who explained the R.B.I. Program. The R.B.I. clubs must submit rosters and scoresheets for the 13 to 18 age groups for baseball and softball, verifying that (a) the league consists of at least four teams, and (b) the players played at least 6 games of a 12 game schedule. If R.B.I. clubs fail either of these requirements, they are ineligible for the regional tournament leading to the World Series and reimbursements.
62. GREEN’s emails show that, both in 2017, MLB officials reminded Lanelle Ramey and GREEN that BGCGM has to provide documents including scoresheets to participate in MLB’s R.B.I. Regional Tournament. GREEN emailed Luke Schmidt softball schedules, and Schmidt then emailed a months worth of softball scores and game statistics in one day. The emails also show that BGCGM relied on GREEN to complete the certifications, RBI Tournament Eligibility applications, and reimbursement packages. The RBI Tournament Eligibility listed the eligibility criteria described by the MLB Official above. discussed above:. GREEN signed the tournament applications for 2017 (dated 5/31/17). In doing so, he certified “I have read and understand all ... RBI tournament eligibility regulations and verify that our league is in compliance.” GREEN submitted the reimbursement documents himself.
63. GREEN and Schmidt’s emails show that GREEN caused the tournament applications, fabricated scores, forms and reimbursement requests to be submitted from the County of Milwaukee, State of Wisconsin.
64. Pursuant to GREEN’s reimbursement requests, MLB issued checks to BGCGM. In 2015, MLB issued a \$13,371 check because BGCGM hosted the R.B.I. Regional Tournament. In 2016, MLB issued a \$2,285.68 reimbursement check for BGCGM’s participation in the 2016 R.B.I. Regional Tournament, which was received by BGCGM on or about 12/30/2016. In 2017, MLB issued a \$2,554.74 check for BGCGM’s participation in the 2017 R.B.I. Regional Tournament, which was received by BGCGM on or about 10/24/2017.
65. According to MLB Officials, had MLB known that any of the scoresheets or rosters were fabricated, the R.B.I. club would have been immediately disqualified from the tournament, and disqualified from hosting the tournament if there was enough time to change hosts. They would have also likely been disqualified from participating the following year. Had BGCGM been disqualified from the tournaments, they would not have received thousands of dollars in reimbursement from MLB.
66. Even if GREEN’s primary intent in fabricating games was to secure tournament eligibility, it is reasonable to infer that he either had the mental purpose to defraud MLB or was aware that his conduct was practically certain to cause that result.
67. In sum, GREEN falsely certified the R.B.I. Program eligibility for MLB-sponsored tournaments and fraudulently procured more than \$2,500 in reimbursements for BGCGM. In this way, GREEN was a party to the crime of theft-by-fraud contrary to Wis. Stat. §§ 939.05, 943.20(1)(d), 971.36, and pursuant to a single intent and design or in execution of a single deceptive scheme.

**GREEN DIVERTS FUNDRAISING PROCEEDS INTO UNAUTHORIZED ACCOUNT**

**COUNT 4: PARTY TO THE CRIME OF THEFT-BY-EMPLOYEE – § 943.20(1)(b)**

(As to defendant MIGUEL GREEN)

68. Between, August 1, 2017 and May 31, 2018, GREEN intercepted BGCGM revenue streams and diverted more than \$40,000 in BGCGM funds to a bank account he opened and controlled without BGCGM's authorization. GREEN did this by intercepting BGCGM concession stand proceeds from Miller Park, and by intercepting fees and fundraising proceeds for the R.B.I. Program. He did this pursuant to a single intent and design or in execution of a single deceptive scheme.

**A. Concession Stand Proceeds**

69. Between August 1, 2017 and May 31, 2018, GREEN intercepted concession stand commissions and diverted \$28,700 in fundraising proceeds to a bank account he controlled and opened without BGCGM's authorization.

70. According to BGCGM officials, BGCGM raised funds by receiving commissions calculated as a percentage of gross sales from Miller Park concession stands staffed by BGCGM volunteers during baseball games. A contractor, Delaware North SportsService LLC, handled and collected the gross revenue from the concession stands at these events. Delaware North then electronically deposited a percentage of the gross concession stand revenue, first into the legitimate BGCGM bank account – and later into an unauthorized bank account opened and controlled by GREEN.

71. BGCGM and criminal investigators learned that less than half of the expected fundraising proceeds were actually deposited into the BGCGM bank account. Delaware North records showed that Delaware North paid the BGCGM about \$51,000 in 2017, yet BGCGM bank and accounting records showed deposits totaling only \$24,000.

72. Business records show that GREEN initially had Delaware North send fundraising proceeds to the correct BGCGM account, but later diverted the proceeds to an account controlled by GREEN by emailing new account paperwork to Delaware North.<sup>8</sup>

73. On 8/21/2017, GREEN opened a new bank account for "R.B.I. Milwaukee" and had Delaware North divert proceeds to this new bank account.

74. GREEN gave Delaware North reason to believe he was switching accounts under the authority of BGCGM. Throughout these transactions, GREEN indicated he is working for BGCGM, and identifies himself as "Director of the Milwaukee R.B.I. Program, Director of Baseball/Softball, Boys

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<sup>8</sup> Det. Carter reviewed Delaware North records and the direct deposit forms. These forms showed that, in March 2017, GREEN on behalf of BGCGM filed documents with Delaware North which correctly identified BGCGM as the beneficiary of commissions and which identified the correct BGCGM bank account, some of which were signed by the BGCGM comptroller, Linda Druetzler. On 8/21/2017, GREEN had a woman named Annette Washington email a new direct deposit form to Delaware North ("Per Miguel Green, I have attached the direct deposit form for R.B.I. Milwaukee.") The attached direct deposit form is dated 08/21/2017 and appears to be digitally signed by "Director" Miguel GREEN for "R.B.I. Milwaukee" and the form directed Delaware North to deposit fundraising proceeds into a BMO Harris Bank account instead of the BGCGM account held at a different bank. On 8/23/17, miguelg@boysgirlsclubs.org asked a Delaware North group coordinator, "Did you receive the new account information from the bank?" On the same day, miguelg@boysgirlsclubs.org wrote a Delaware North accounts payable clerk, "Just confirming you received the new account information." The Delaware North clerk confirmed and asks, "Should I change your group name to R.B.I. Milwaukee or keep it as Boys & Girls Club?" Miguelg@boysgirlsclubs.org responds, "Can you change the name to R.B.I. Milwaukee..."

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& Girls Clubs of Greater Milwaukee.”<sup>9</sup>

75. Significantly, GREEN failed to disclose the account changes to BGCGM finance officials even when asked about missing funds. On 10/4/2017, a BGCGM finance manager emailed GREEN about “concessions” and inquired:

Miguel,

I don't see that we received any payment in Sept. The last [Electronic Funds Transfer] that we received was 8/16. Would [sic] check to see if we should have received something in Sept. Thanks.

GREEN responded, “I will contact Delaware North right now.”

On 11/10/2017, the same BGCGM finance manager again emailed Green, asking “Miguel, did you contact Sport Services [i.e. Delaware North] because I feel we are still missing payments?” In his reply, GREEN did not disclose the account changes but instead wrote, **“I did speak with Delaware North, they stated all funds were sent to the Boys & Girls. Is there a certain amount you believe is missing.”**

76. The payments and funds were not missing; instead GREEN had the funds deposited into a new “R.B.I. Milwaukee” bank account created by GREEN and unauthorized by BGCGM. BMO Harris bank records show that Miguel Green, taxpayer ID XXX-XX-5713 is the sole signatory on a signature card dated 8/21/17 in which he identifies himself as “Director” of R.B.I. Milwaukee, 2403 N. 47th Street, Milwaukee, WI 53210-2902. The records show four Automated Clearing House (ACH) deposits into the unauthorized account in October 2017:

DATE	DESCRIPTION	AMOUNT
10/05/17	ACH DEPOSIT CCD SPORTSSERVICE DD SPORTSSERVI	17,446.29
10/11/17	ACH DEPOSIT CCD SPORTSSERVICE DD SPORTSSERVI	693.38
10/18/17	ACH DEPOSIT CCD SPORTSSERVICE DD SPORTSSERVI	7,792.34
10/25/17	ACH DEPOSIT CCD SPORTSSERVICE DD SPORTSSERVI	2,800.00
	<b>TOTAL SPORTSSERVICE ACH DEPOSITS</b>	<b>28,732.01</b>

77. An analysis of the accounts shows no transfers of money back to BGCGM, according to former Investigator Bourne who reviewed these bank records.

78. Following his termination, GREEN made false statements about his access to concession money, as well as where the money went. On 4/17/2018, GREEN emailed Milwaukee Brewers officials to correct “bad/horrible rumors” about how he handled the R.B.I. program. Regarding concession stands, GREEN claimed:

Last year volunteers earned funds working the concession stands to earn money so their child could participate in the RBI program. **All funds were directly deposited into BGCGM account.** I submitted check request for all volunteers that worked so they could

<sup>9</sup> For example, In an email from miguelg@boysgirlsclubs.org dated 9/21/2017, Green references a meeting that day and states,

I thought the meeting today went well. I'm really looking forward to a better partnership between Delaware North and the Boys and Girls Club...Can you touch base with Delaware North Corporate office to see if they approved the change of accounts. It's been about three weeks now. I have also cc'd Taryn Boris (Lead Parent Coordinator)...



receive the money that was owed to them.<sup>10</sup> **I had NO ACCESS to any of the monies from concessions.** The BGCGM records will indicate that checks were received by all volunteers, there was never a check made out to ME. I volunteered the entire time to help the program earn money. Plus, I never used any work hours when I volunteered to work concessions which was every home game.

79. On 8/24/2018, Det. Carter, Inv. Bourne and F.B.I. Agent David Kowalski interviewed Miguel Green about the concession money and unauthorized bank accounts. Initially, GREEN said that nobody told him to set up a new bank account, and put money into GREEN's R.B.I. Milwaukee account instead of the BGCGM bank account. GREEN claimed that he had to pay "volunteers" to show up at the concession stands.<sup>11</sup> "Since I set everything up and it was going badly, I switched it," GREEN said. "I didn't think I needed someone's permission to do it." Later in the same interview, GREEN claimed that he had told a prior finance person at BGCGM that he was switching everything, and she wound up getting fired.
80. Linda Druetzler is the person whom GREEN insinuates gave him permission.<sup>12</sup> MPD Det. Andrew Farina reports that he interviewed Druetzler who said she would never give GREEN permission to set up a new account and deposit BGCGM money into a new account. Druetzler also said that she would never authorize a new BGCGM account that did not have herself and high-level BGCGM officials as signatories on the account.
81. Moreover, BGCGM has a multi-million dollar annual budget, and accounting controls. As described by BGCGM officials, such accounting controls limit access to bank accounts (only a few corporate officers are allowed to conduct and authorize financial transactions), require employees to file purchase orders to authorize pay to outside vendors, prohibit employees from retaining cash proceeds from fundraisers and other activities, and require that all income be deposited into BGCGM operating accounts and require that all payments to vendors be issued through that operating account and authorized by BGCGM. Put differently, no lower-level employees are permitted to open bank accounts for BGCGM, and no employees are permitted to collect money and use this money to pay vendors themselves; all money and payments must flow through the BGCGM operating account. At no time pertinent to this case was GREEN authorized by BGCGM to open a bank account or retain BGCGM funds.
82. Based on the bank and business records and BGCGM officials statements, GREEN (a) changed the concession accounts without authorization; (b) failed to disclose the account changes when asked by a BGCGM finance manager about the possibility of missing funds; (c) deposited the concession money into an unauthorized account controlled by him; (d) failed to forward money to BGCGM; and (e) spent most of the money on expenditures unrelated to youth baseball.

### **B. Fees & Fundraising Proceeds**

83. Another related scheme involved GREEN collecting individual R.B.I. player fees and fundraising event proceeds, and depositing these proceeds into his unauthorized "R.B.I. Milwaukee" account instead of depositing the proceeds into BGCGM bank accounts.
84. BGCGM officials explained that GREEN was authorized to collect certain fees but required to turn over any money received along with a receipt/deposit log. Such money would be deposited into

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<sup>10</sup> Most of these check requests are missing from BGCGM records.

<sup>11</sup> Note that some volunteers indicated to police they already had an incentive, inasmuch as they could keep tips at the concession stand.

<sup>12</sup> GREEN would not name this person but described her as Janet McKnight's predecessor. Janet McKnight's predecessor is Linda Druetzler, and this makes sense, because they both held the position of BGCGM controller. Incidentally, BGCGM says Druetzler was not fired.

the BGCGM operating account. All vendors used by GREEN must be paid by BGCGM directly. Put differently, GREEN was never authorized to keep funds and independently pay vendors or other expenses.

85. BGCGM records show that GREEN collected a variety of player fees from 2015 until his termination in April 2018. BGCGM officials provided Receipt/Deposit logs submitted by GREEN showing that he turned over thousands of dollars in player fees between 2014 and 2018. BGCGM also provided a receipt book used by GREEN to record fees collected in 2017-18. Officials reported that there should exist other receipt books, but GREEN only turned over one such book. As explained further below, GREEN only turned over to BGCGM a portion of what he collected.
86. GREEN collected from parents and players numerous fees, including fall ball fees, winter workout fees, winter instructional baseball fees, uniforms & equipment fees, and umpire fees.<sup>13</sup>
87. There existed substance and process issues with the fees. Witnesses questioned whether some fees were necessary.<sup>14</sup> And GREEN assessed and collected these fees in an irregular, inconsistent, and arbitrary manner.<sup>15</sup>
88. In addition to collecting fees, GREEN held multiple fundraisers<sup>16</sup> in 2018, according to player's parents. One such fundraiser was held on 3/23/2018 and involved a 50/50 raffle, \$500 gift baskets, and three donated Brewers jerseys raffled for \$220 each, according to ERIC BROWN, Taryn Boris, and parents D.B. and M.D. S.D. recalled a bowling alley fundraiser in 2018 before GREEN was fired, during which food was provided and S.D. donated \$900 in cash. GREEN said he was going to put \$900 in his account.
89. GREEN also raised funds by selling coupon books. Several members parents sold \$25 Boston Store and Savearound coupon books to raise funds for the R.B.I. Program, according to ERIC BROWN and player parents T.H., J.S., and B.J. Det. Carter reviewed emails from miguelg@boysgirlsclubs.org which showed GREEN ordering thousands of dollars in coupon books for fundraising, and BGCGM officials report that they were stuck paying off thousands of dollars in

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<sup>13</sup> As documented in GREEN's correspondence, receipt book, interviews with players' parents, and memo fields on checks collected by GREEN.

<sup>14</sup> Several witnesses have indicated that players should not have had to pay some of these fees. For example, umpire fees would appear to be unnecessary because GREEN had BGCGM pay for umpires and tournaments and the ROC provided their own umpires. Similarly, R.B.I. coach S.J. and BGCGM's E.B. advised that uniform fees would have been unnecessary because the Brewers Community Foundation paid for tens of thousands of dollars for equipment for the BGCGM/R.B.I. baseball programs. BGCGM accounting records also show that BGCGM also expended tens of thousands of dollars on equipment during the time period GREEN worked for the R.B.I. program. Steven Dunn from Dunn's Sporting Goods said that GREEN "over-ordered" sporting equipment in 2018, buying what appeared to be too many hats and uniforms.

During his 8/24/18 interview, however, GREEN said that BGCGM knew about fees and they were authorized for years.

<sup>15</sup> Det. Carter interviewed Taryn Boris, who said that GREEN made her the head parent coordinator in 2017 and had her collect money from parents, and she would give parents receipts and give all money and receipts to GREEN. Boris did not want anything to do with collecting money because she didn't want to be accused of stealing. She suspected that something was not being done correctly because there was no rhyme or reason to how GREEN was collecting money. Interviews with player parents confirmed the inconsistent manner in which GREEN assessed fees.

<sup>16</sup> GREEN disputed this characterization. During his 8/24/2018 interview, GREEN said these were not fundraisers but a fun event for kids and he told everyone that.

unpaid invoices for these coupon books ordered by GREEN.

90. Evidence shows that GREEN retained many of these proceeds:

- a. The only BGCGM receipt book turned over by GREEN to his BGCGM successor shows that GREEN collected currency totaling more than \$800 in 2017, and collected currency and checks totaling more than \$5,000 in 2018. The amounts and memo notations are consistent with the fees described above.
- b. A review of receipt/deposit logs, which are distinct from the receipt book and held by BGCGM, shows no indication that GREEN forwarded these fees or fundraising proceeds to BGCGM.<sup>17</sup> For example, the 2017 receipt/deposit logs reflect checks *but no currency forwarded by GREEN to BGCGM*, even though the receipt book reflects that he collected more than \$800 in currency during this time period. BGCGM could not find any receipt/deposit logs for 2018, even though GREEN's receipt book shows that he collected more than \$5,000 in currency and checks during this time period.
- c. Instead forwarding these proceeds to BGCGM, GREEN deposited at least some of these proceeds into accounts controlled by GREEN. Former MCDA Investigator Bourne reported that she reviewed bank records showing that, between 9/5/17 and 4/12/18, GREEN deposited many checks payable to "R.B.I. Milwaukee" (and at least two payable to "Boys & Girls Club") into the same unauthorized "R.B.I. Milwaukee" account used by GREEN to intercept concession proceeds. The memo fields for some deposited checks reads "fundraiser" or "coupon books" or "winter fees" and other notations and amounts re consistent with the membership fees described above. GREEN's R.B.I. Milwaukee account shows the concession deposits as well as deposits of cash and checks payable to "R.B.I. Milwaukee" and "Boys & Girls Club"; total deposits exceed \$42,000.

91. As with his earliest scheme, R.B.I. parents and coaches said that GREEN directed them to write checks to R.B.I. rather than BGCGM.<sup>18</sup>

- a. Steve Jackson, an R.B.I. Program coach, said he personally witnessed GREEN instruct parents to rewrite checks and make them payable to R.B.I. Milwaukee instead of Boys & Girls Club. STEVE JACKSON said things got out of hand and Miguel's boss told them to advise parents to only pay by check or money order – no cash, and never give the payment to GREEN.
- b. R.B.I. Coach Robert Orech suspected that something illegal was going on, and noticed GREEN handling an unusual amount of money. When GREEN told parents to make checks payable to R.B.I. Milwaukee rather than BGCGM, Orech's suspicions heightened and Orech asked GREEN why they were changing accounts. GREEN replied "so that he can control the money and not confuse the R.B.I. money with the BGC money."
- c. Longtime R.B.I. coach Randy Hogan took over GREEN's role as baseball coordinator at

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<sup>17</sup> Det. Carter reviewed R.B.I. and GREEN-related receipt/deposit logs provided by BGCGM. The only 2018 receipt/deposit log concerned \$9,000 in Hank Aaron Scholarship donations that were, contrary to past practice, handled by GREEN and turned over to BGCGM. There was no indication that any fundraising proceeds or winter training fees or membership fees or uniform fees or fundraising proceeds were forwarded by GREEN to BGCGM.

<sup>18</sup> Nonetheless, the parents and members who provided these checks apparently believed the money was going to BGCGM. Eric Brown states that in his numerous conversations with numerous parents, they all stated they believed the money was going to the BGCGM's R.B.I. Program. In Det. Carter's conversations with parents and members, these witnesses have similarly indicated they believed they were giving money to the BGCGM and its R.B.I. program.

BGCGM and recalled how GREEN told him about the “new” account while they were fundraising. GREEN assured everyone that the funds would not get absorbed into the general BGCGM “pot” because GREEN created a new account. Randy Hogan asked why people became concerned and GREEN replied, “we have to be careful how we fundraise because the money has to be earmarked for the program; if not, the money went to the general fund for BGCGM and no one wants to do fundraising just to have the moneys go to a general account. GREEN instructed parents, “make sure you write the checks to RBI Milwaukee.”

92. Contrary to GREEN’s representations, BGCGM allocated specific revenue accounts for R.B.I. revenue and tracked income from player fees and the concession proceeds.
93. A review of the R.B.I. Milwaukee account further undercuts GREEN’s claimed reasons for opening the unauthorized account. Inv. Bourne reviewed the R.B.I. Milwaukee account and reports that, although there were some baseball-related expenditures, most account expenditures appear unrelated to youth baseball.
  - a. Some apparent baseball-related expenditures included a \$1,700 check to Hitter’s Baseball Academy and 8 checks totaling \$2,520 written to persons who might have provided services to R.B.I. GREEN also spent nearly \$700 at Champs and Lids.
  - b. But the R.B.I. Milwaukee account shows more than \$23,000 spent on entertainment, gas and convenience stores, groceries, healthcare, jewelry stores, restaurants, travel, and utilities. This includes expenditures to Boston Store, Target, China Buffet, Rodizio Grill , Longhorn Steak, Texas Roadhouse, Red Lobster, Benihana, Botana’s, Pepboys, Jade Monkey Bar (in Madison, WI), A1 Towing Company, IC Solutions (a company that handles jail call accounts), Scrub a Dub, Dental Associates, Sprint Wireless, Time Warner Cable, Enterprise Rent a Car, Get It Now, WE Energies, and SWA Inflight Wifi (likely Southwest Airlines). It also includes a \$3,300 check payable to his landlord, “Angela Corona” for “rent oct, nov, dec.”;<sup>19</sup> In total, more than \$42,000 is spent from the unauthorized R.B.I. Milwaukee account. Instead of “confusing” R.B.I. money with BGCGM money, GREEN confused the money as his own.
94. Comingling of funds is a red flag for fraud and embezzlement.
95. The RBI Milwaukee bank records indicate that the account was created in Milwaukee and that most of the deposits and expenditures on the account occurred at 2120 W. Wisconsin Avenue and elsewhere in the City and County of Milwaukee, State of Wisconsin.
96. During his interview on 8/24/2018, GREEN discussed his reasons for changing the account and admitted to comingling funds.
  - a. GREEN admitted that he told parents at a meeting that he opened a second account “so we have control, you have control of all the monies that should be designated for R.B.I.”
  - b. GREEN explained his decision to open the R.B.I. Milwaukee account. GREEN blamed the greedy parents and volunteers for the concession commissions not working. He said he contracted with Delaware North to staff concession stands for the entire year, but then parents and volunteers would not show up, and he had to offer them money to show up and fill spots. He claimed these “volunteers” would not wait for BGCGM to issue them checks, and so he had to pay them from his own pocket. The concession stand thing wasn’t working, he said, and so he switched accounts in 2017 from BGCGM to R.B.I. Milwaukee.

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<sup>19</sup> Detectives interviewed Corona, who confirmed that she rented a residence to GREEN. GREEN wrote Corona rent checks from his personal bank account at Chas, according to bank records.



- c. In 2018, GREEN had a plan on how to make the concession stand work better. He had brand new paper work, and planned to designate another entity, MKE Elite, as the non-profit organization receiving the concession money. The plan was to take this money and pay BGCGM for about \$3600 in outstanding invoices for coupon books, and pay for cleats for the kids. All of the monies were going to go back to the program and BGCGM. But then BGCGM fired him before he could pay the money back and now he doesn't know what happened with money from when his group worked concession stands for Delaware North in April 2018.
- d. Over the years, GREEN claimed to have paid for shoes, and food and travel expenses for players out of his own pocket. He paid this out of his own Chase bank account. GREEN admitted that there were personal spending in the R.B.I. Milwaukee account, such as an estimated \$300 expense for jewelry, a bracelet he bought in December 2017. GREEN conceded there would be no wire transfers showing he paid back the R.B.I. Milwaukee account, and at one point agreed he never took money from his personal account to pay R.B.I. Milwaukee to "settle the score" among the accounts. At another point, however, GREEN claimed that his income from Carter's Christian Academy was the source of some of the money spent from the R.B.I. Milwaukee account on GREEN's personal expenses. GREEN claimed he spent money from his own personal Chase bank account on trips and feeding kids and paying for travel expenses. GREEN indicated that he did not keep a detailed accounting of what R.B.I. Milwaukee owed him. GREEN would spend his own money on R.B.I. program and over the years he paid into the R.B.I. program way more money than the personal expenses he used, he claimed.

97. A review of GREEN's personal bank account from this time period shows few transactions that appear to be for the R.B.I. Program, and no transfers of money back to BGCGM. And BGCGM records show that GREEN submitted and received reimbursements for claimed expenditures, making it unnecessary for him to spend "his own" money.

98. In summary, the investigation shows that, between 8/1/2017 and 5/31/2018, GREEN kept fees and fundraising proceeds that he obtained by virtue of his positions with BGCGM and which should have been forwarded to BGCGM. BGCGM never authorized GREEN to keep the money or divert it from BGCGM accounts. In this way, GREEN committed the crime of theft-by-employee, both directly and as party to a crime, contrary to sections 939.05, 943.20(1)(b), 971.36, and pursuant to a single intent and design or in execution of a single deceptive scheme.

**GREEN AND HIS SISTER CREATED A DUMMY CORPORATION TO DEFRAUD BGCGM**

**COUNT 5: CONSPIRACY TO COMMIT THEFT BY FRAUD – §§ 939.31, 943.20(1)(d)**

(as to defendants MIGUEL GREEN and YEZLIN WADE)

99. Between approximately 12/1/2017 and 5/31/2018, defendants MIGUEL L. GREEN and his sister, YEZLIN D. WADE, conspired to defraud the BGCGM.<sup>20</sup> The object of the conspiracy was to obtain money from BGCGM. The manner and means of the conspiracy involved creating a company, Excelling Sports USA, LLC, which was then used as a front to invoice BGCGM and receive checks for services never provided by Excelling Sports. The conspirators deposited BGCGM checks into

<sup>20</sup> The information in this section comes from complainant's review of BGCGM accounting records and checks; emails obtained under warrant ([miguelg@boysgirlsclubs.com](mailto:miguelg@boysgirlsclubs.com), [miguellgreen@gmail.com](mailto:miguellgreen@gmail.com), [excellingsportsusa@gmail.com](mailto:excellingsportsusa@gmail.com), [ydkelly@uwalumni.com](mailto:ydkelly@uwalumni.com)); Wells Fargo bank records for Excelling Sports USA LLC, Mark Anthony Estates LLC, and various other accounts controlled by YEZLIN WADE; Wisconsin and Arizona State public records involving incorporation; City of Milwaukee assessor and real estate records; business records from Wal-Mart and Lisbon Storm & Screen; as well as interviews with GREEN, WADE, and BGCGM officials.



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an Excelling Sports bank account created and controlled by WADE, who then distributed the proceeds to GREEN, and herself and her sister. The totality of circumstances show that both GREEN and WADE intended to commit the crime of theft by fraud contrary to section 943.20(1)(d).

100. Both WADE and GREEN committed overt acts in furtherance of the conspiracy. Such acts include but are not limited to:

- a. WADE created Excelling Sports. On 1/29/2018, WADE incorporated Excelling Sports USA, LLC in the State of Arizona, where she lived at the time. WADE obtained a logo for "Excelling Sport [sic]." On 2/4/2018, WADE registered [excellingsportsusa@gmail.com](mailto:excellingsportsusa@gmail.com). On 2/12/2018, WADE opened a bank account in Maricopa, Arizona, in the name of Excelling Sports USA, LLC.
- b. GREEN used his girlfriend's recently opened post-office box as the address for Excelling Sports and directed BGCGM checks to this address.<sup>21</sup>
- c. Between 2/1/18 and 4/30/18, GREEN submitted several Excelling Sports invoices to BGCGM, most of which were emailed to BGCGM accounts payable clerk K.W. Most of these invoices were for services (hitting instruction, physical fitness, pitching, catching, outfield & infield drills) purportedly provided in early to mid-January 2018.
- d. On 4/23/18, WADE submitted additional invoices to BGCGM for equipment that had already been paid for and provided by Dunn's Sporting Goods.<sup>22</sup> This was 13 days after GREEN was terminated on 4/10/18. WADE's attempt to invoice BGCGM for these double-billed goods is documented in a series of emails:
  - i. On 4/23/2018 (after BGCGM terminated his employment), "Miguel Green <Miguellgreen@gmail.com>" emailed "Yezlin Wade <ydkelly@uwalumni.com>" with a draft of a message to be sent to BGCGM.

Here is the information you need and invoices.

[Ericb@boysgirlsclubs.org](mailto:Ericb@boysgirlsclubs.org)

Hello Eric,

I have three unpaid invoices from the Boys & Girls Club of Greater Milwaukee. I reached out to Mr. Green and he stated he no longer is employed by the Boys & Girls Club and I

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<sup>21</sup> Det. Carter and Inv. Bourne interviewed GREEN's girlfriend, Dorothy Harris, who discussed Excelling Sports and its P.O. Box. Harris tried to start her own healthcare business and GREEN personally set up her P.O. Box. And she gave GREEN an extra key to the mail box. Harris admitted that she saw Excelling Sports checks in her mailbox, but claimed to know nothing about Excelling Sports. Knowing that the checks did not belong to her, Harris would write return to sender while she was still at the post office and would give the envelope to the clerk at the post office to return to the person that sent the check. GREEN inquired if anything came to the PO Box on several occasions, and to which she would question him about what he was waiting on. She stated she did not tell him anything about the checks until after he went to jail. He called her trying to explain to her why he was in jail. He brought up in the conversation about the P.O. box and she asked him "what about the P.O. Box?" He went on to explain to her he had checks going to her P.O. Box. She told him at this point there were checks that came to the P.O. Box but she sent them back to the sender. GREEN claimed that the checks were to pay for items for the kids, and GREEN became very upset when Harris told GREEN that she had sent Excelling Sports checks back because they did not belong to her or the P.O. Box.

<sup>22</sup> A side-by-side comparison of the Dunn's and Excelling Sports invoices shows that the item descriptions and quantities ordered are nearly identical.

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should contact you. I have attached the invoices in question can you process these invoices for payment.

You can also add any or comments you feel are needed. He should sign and code these so, checks could be available this Friday. You should also add some equipment items to the website....shoes, tee shirts and other sell items if you want.

Call me if you have any question.....these are the last invoices maybe.....LOL

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Thank you,

**Miguel Green**

- ii. In turn, "Yezlin Wade <excellingsportsusa@gmail.com>" then adopts this draft message in an email to Green's former supervisor at BGCGM, Ericb@boysgirlsclubs.org, and claims that BGCGM owes Excelling Sports for three outstanding invoices.

Hello Eric,

I have three unpaid invoices from the Boys & Girls Club of Greater Milwaukee. I reached out to Mr. Green an he stated he no longer is employed by the Boys & Girls Club and I should contact you. I have attached the invoices in question can you process these invoices for payment.

If you need anything or have any questions please don't hesitate to reach out to me directly.

Thank you

Ms. Wade

\* \* \*

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Yezlin Wade

Owner/Program Director

Excellingsportsusa.com

- iii. Upon receiving this request and invoices, BGCGM's ERIC BROWN asks, "Did Niguel[sic] receive the items listed in these invoices?" WADE replies, "Yes, Miguel did receive these items. We ship them to the Mary Ryan Boys & Girls Club located at 3000 North Sherman Blvd. Milwaukee, Wisconsin 53210."
- iv. Dunn's Sporting Goods already invoiced BGCGM for these same items purportedly ordered from Excelling Sports.
- e. By the end of April 2018, the invoices submitted by GREEN caused BGCGM to issue 7 checks to Excelling Sports USA, LLC. worth \$17,918. Of these, 6 checks totaling \$17,368 were deposited into the Excelling Sports bank account.<sup>23</sup>
- f. WADE deposited most of the checks in the State of Arizona. Many of these checks were deposited near Maricopa, Arizona, during time periods when GREEN was not there,<sup>24</sup> according to GPS location data for [miguellgreen@gmail.com](mailto:miguellgreen@gmail.com) provided by Google, Inc.

<sup>23</sup> One check for \$550 was returned to sender, BGCGM.

<sup>24</sup> This is according to Wells Fargo bank records for Excelling Sports as well as Wells Fargo receipts emailed to ydkelly@uwalumni.com.

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101. GREEN and WADE caused BGCGM to issue these checks from BGCGM located at 1558 N. 6<sup>th</sup> Street in the City and County of Milwaukee, State of Wisconsin.
102. Between February and May 2018, WADE distributed most of the proceeds in the Excelling Sports account to her and GREEN; there are no apparent expenditures for wages or salaries or goods or sports equipment. Expenditures include:
  - a. \$4,765 in transfers to a Wells Fargo account in the name of Yezlin Wade;
  - b. \$900 transfer to "Desert Schools FCU Sav xxxxxx0000 Y. Wade."
  - c. \$1,000 online transfer to a Wells Fargo Cash Wise VISA Platinum Card account in the name of Yezlin Wade;
  - d. \$624 in transfers to a checking account that lists WADE as the signatory and which is in the name of WADE's other company, WADE's Mark Anthony Estates, LLC. [f.n.]
  - e. \$5,142 on 3/30/18 payable to "Lisbon Storm Scree Milwaukee WI" for work performed on a Milwaukee residence owned by Mark Anthony Estates and Yezlin WADE (according to the Milwaukee Assessor).
  - f. \$2,060 transfer to "Green Miguel Ref #Pp04G348Rq Housing" which went to GREEN's personal bank account;
  - g. \$1,996 wire transfer to an unknown party, sent via a Wal-Mart in Maricopa, Arizona,
  - h. \$900 in cash withdrawals from a branch and ATM in Arizona.
103. Excelling Sports appears to have functioned only to receive BGCGM checks and to distribute proceeds to GREEN and WADE, as illustrated by several facts.
  - a. Excelling Sports had no prior relationship with BGCGM (or any other entity).
  - b. Excelling Sports email and bank account reflects no other business activity. Inv. Bourne reviewed emails for excellingsportsusa@gmail.com, which show that the email account was created on 2/4/2018 and contains only 17 emails total. This email address only corresponds with GREEN, and all purported business activity pertains to GREEN and BGCGM. And the only deposits into the Excelling Sports bank account were from the BGCGM checks (one transfer from Y. Wade).
  - c. There are no apparent expenditures for R.B.I. or BGCGM or baseball. The only expenditures appeared to be to cash or for the benefit GREEN or WADE or her sister, Monique Newell.
104. In perpetrating this scheme, GREEN diverted money from the Hank Aaron Scholarship fund and used the fund as a pretense to extract money from BGCGM.
  - a. BGCGM officials explained that BGCGM administers the Hank Aaron Chasing the Dream Scholarship. The scholarship grants money to children between ages 9 and 12 to give the children a chance to chase their dream, whether that dream is baseball, dancing, singing, or another endeavor. These children apply for the scholarship and identify the vendor who can help them chase their dreams. Put another way, the scholarship does not go to the individual child or parents; instead BGCGM writes a check directly to the third-party vendor identified by the child who can help the child realize his or her dream. BGCGM collects the scholarship applications, ensures they are in order, and forwards applications to the Chasing the Dream Foundation Board President, who approves the applications. Once Chasing the Dream approves applications, a letter is sent to the Greater Milwaukee Foundation, who transfers money to BGCGM. BGCGM then distributes the money directly to the vendors chosen by the scholarship recipient.

- b. In early January 2018, BGCGM received \$9,000 in Hank Aaron Scholarship money to be distributed to three scholars: \$3,000 to C.L., \$3,000 to V.S., and \$3,000 to K.S. These scholarship winners were supposed to identify a vendor to whom BGCGM could distribute the money and help realize each child's dream.
  - c. One \$3,000 scholarship was distributed to Academy of Dance Arts of WI, LLC.
  - d. Most of the money in the Hank Aaron Chasing a Dream account was distributed to Excelling Sports which invoiced BGCGM for "Hank Aaron Scholarship programming." The invoices listed more than ten claimed recipients, but only one, C.L., had actually received a Hank Aaron scholarship.
  - e. To summarize, in January 2018, BGCGM received \$9,000 in Hank Aaron Scholarship money, which could only be distributed to third-party vendors selected by the three children who won the scholarship. Within weeks, GREEN and WADE created their own third-party vendor, Excelling Sports, and used Hank Aaron Scholarship as a pretext for bleeding more than \$17,369 from the BGCGM's Hank Aaron Scholarship account.
  - f. This is but one example of GREEN using the Hank Aaron Scholarship fund as a pretext for having BGCGM write checks and as a pretense explanation to parents as to why he was waiving fees or having BGCGM issue them checks.
105. MPD Detectives Farina and O'Day interviewed WADE twice.
- a. On 7/19/19. WADE stated that Excelling Sports USA was GREEN's idea and designed for GREEN to do activities for kids, such as "baseball instruction, training, equipment, etc." GREEN hoped to expand it to other sports at some other time. WADE said she didn't do anything for Excelling Sports and the company was just in her name. She created the business in one week, that stated was the extent of her involvement, and GREEN ran it from thereon. WADE said she assumed GREEN had equipment, since he showed her an invoice, but she did not know where it was and never received any equipment at her house in Arizona. There were no phone numbers for the business. There was no contract between BGCGM and Excelling Sports, to her knowledge. WADE used [excellingsportsusa@gmail.com](mailto:excellingsportsusa@gmail.com) to email "some gentlemen" to confirm that BGCGM received some equipment (he confirmed it, she said). WADE denied using her personal email, [ydkelly@uwalumni.com](mailto:ydkelly@uwalumni.com), with the business. WADE said she was not involved with invoices used to bill BGCGM, but WADE did say she created a template for the invoices. Later, WADE admitted to receiving a GREEN email to [ydkelly@uwalumni.com](mailto:ydkelly@uwalumni.com) addressed to "Ms. Wade" in which GREEN states, "Here are your invoices for the Hank Aaron Scholarship. I have processed them all for payment. You will receive payment soon." WADE denied ever seeing an email from GREEN to [excellingsportsusa@gmail.com](mailto:excellingsportsusa@gmail.com) dated 2/10/2018 in which GREEN informs "Ms. Wade" that her first \$6,000 check was recently mailed asks "Can you check with your staff to see if they are willing to take on 4 more players?," asks GREEN. WADE also denied sending the reply in which "Yezlin Wade" says "We are able to take on four more." Shown a 2/10/18 email in which "Miguel Green" informs Yezlin Wade "I'm reviewing your new invoices," WADE said she never sent any invoices to GREEN, at any time, that she could remember. WADE initially said she never received Excelling Sports bank statements, but later said they could have been emailed, possibly to her personal email account. WADE said she knew that GREEN deposited money into the bank account, and WADE used Zelle and Wal-mart to send GREEN money when he wanted it. Asked how long the business was open, WADE said she closed it after a conversation in which GREEN told her BGCGM was trying to say things about him. GREEN told WADE the BGCGM was taking money from the kids, so he just moved the money and gave it back to the kids and he was buying all of their stuff. WADE admitted that, in 2018, she asked GREEN if she could

borrow \$2,500 for windows in a house, and he told her to go ahead; she paid the business back within 30 days using cash and money sent via Zelle and Wal-mart.

- b. On 7/23/19, Detectives re-interviewed WADE in the presence of her attorney. WADE said she met with GREEN the previous day and he told WADE to tell police that she had nothing to do with it. He said to her she doesn't know what happened and can't say if GREEN did it or did not. He also claimed that BGCGM had the equipment. WADE admitted that GREEN told her what to say with regard to the equipment invoices sent to Eric Brown after BGCGM terminated GREEN. WADE agreed she never had inventory. She said she asked GREEN where he got equipment and GREEN said he bought it from a company and sent it to BGCGM. WADE said she never asked GREEN about the equipment and did not learn about it until yesterday when she spoke with GREEN. WADE admitted she set up the Excelling Sports gmail account. Asked whether GREEN explained the invoices for instructors, WADE said GREEN stated "they got the service somewhere else and they got their money back." WADE said she told GREEN that was fraud. GREEN never told WADE about giving money back to the kids until yesterday, WADE said. Contrary to her previous interview, WADE admitted that she deposited some BGCGM checks into the Excelling Sports bank account. She also confirmed that she withdrew currency from the account but claimed it was at GREEN's direction for a kid's funeral. WADE also confirmed that she spent more than \$5,000 from the Excelling Sports account at Lisbon Storm Windows. WADE claimed she paid back GREEN in 30 days with a combination of cash and money transfers. WADE denied any wrongdoing and said she did not know GREEN was committing fraud until it hit the news and she asked questions about it.

106. After WADE was interviewed the first time, she recorded a lengthy conversation with GREEN and provided investigators with a copy. In the recording, GREEN advises WADE on how to talk to the police and instructs her to tell police she had no idea what GREEN was doing. For example, told by WADE "it's looking like I'm taking the money," GREEN says, "but then you go back to the same thing: 'Miguel said I could use the money.'" Told that police were asking about equipment invoices, GREEN advised WADE, "I got the shit, but they don't know where I got the shit from. But you never asked. I could have told you, Sports Authority, Adidas, at that time when they was shutting down. The shit was sitting in the club, they don't know how it got to the club. But when Eric Brown signed off on it, everything is here...they can't do nothing but say technically Miguel you can't provide the service to your own company... They can't prove you knew," GREEN counsels her. He says the bottom line is "there's ten invoices for services that they didn't get...but the ten invoices for services they didn't get, you know nothing about." Later WADE says the Excel invoices claim it's a training, to which GREEN says "they don't know" and he can come back and answer he was training kids on the weekend. WADE says that will still mean Excelling Sports committed fraud, to which Miguel replies, "But you committed fraud because of me."

107. Despite WADE's claims of ignorance, under the totality of circumstances, there exists evidence that GREEN and WADE intended that the crime of theft-by-fraud be committed:

- a. In submitting invoices and emails to BGCGM, GREEN and WADE falsely represented to BGCGM that:
- i. Excelling Sports provided baseball instruction for BGCGM members;
  - ii. Excelling Sports provided baseball equipment to BGCGM;
  - iii. Excelling Sports was located in Shorewood, Wisconsin (and failed to disclose that Excelling Sports was incorporated in Arizona).
  - iv. Excelling Sports USA LLC was a legitimate, functioning company when in fact it expended no money for vendors or goods and distributed all proceeds for the



benefit of WADE and GREEN.

- v. There existed no conflict of interest between GREEN and Excelling Sports USA LLC.
  - vi. The expenditures were for the Hank Aaron Scholarship fund.
- b. Excelling Sports invoiced BGCGM for services purportedly provided a month before the company existed: before WADE incorporated Excelling Sports USA LLC, before she obtained an Excelling Sports logo, email, or bank account.
  - c. GREEN emailed WADE copies of many of the invoices before he submitted them to BGCGM and WADE replied that “we did receive the invoices.” WADE knew or should have known that her company was charging BGCGM for baseball instruction purportedly occurring before the company even existed and for which her company expended no money toward paying instructors or any other overhead or costs.
  - d. Throughout Spring 2018, GREEN failed to disclose to BGCGM the conflict that Excelling Sports was created by his sister WADE. Instead of disclosing the fact, GREEN and WADE concealed their close relationship with a façade of formality: they greeted each other as “Mr. Green” and “Ms. Wade,” they used formal business correspondence, and they signed emails using their full names and formal titles (e.g. “Yezlin Wade, Owner/Executive Director of Excelling Sports USA, LLC.”
  - e. WADE also participated in an email chain promoting the fiction that Excelling Sports USA, LLC employed instructors. GREEN emailed [excellingsportsusa@gmail.com](mailto:excellingsportsusa@gmail.com) to notify WADE that “your first check...in the amount of \$6,000 was mailed out...” and notified WADE, “I currently have four more scholars that are looking for training services...Can you check with your staff to see if they are willing to take on 4 more players?” WADE responded, “Morning Mr. Green, We are able to take on four more. Thank you. I will let you know when we receive our Payment.” (WADE denied reading or sending these emails.)
  - f. After BGCGM terminated GREEN, he forwarded to his sister’s email ([ydkelly@uwalumni.com](mailto:ydkelly@uwalumni.com)) Excelling Sports invoices for equipment that had already been purchased from Dunn’s and already paid for by BGCGM.
  - g. After WADE knew that BGCGM terminated GREEN, WADE forwarded to BGCGM GREEN’s invoices when she knew or should have known that Excelling Sports bank account expended no money on equipment or employees or instructors or services or shipping, and falsely represented that Excelling Sports had already shipped equipment to BGCGM in Milwaukee.
  - h. The invoices forwarded by WADE were double-billed, that is, Excelling Sports asked BGCGM to pay for items already purchased from Dunn’s Sporting Goods, as described above.
  - i. GREEN admitted to investigators that he had his sister create Excelling Sports as a way to get money to R.B.I. players and parents; he admitted that Wade was his sister but claimed that routing money through Excelling Sports was a way to pay parents so their sons could afford to participate in the R.B.I. program. Excelling Sports paid GREEN, who then paid the parents in cash, Green claimed.
  - j. WADE initially said that GREEN told her Excelling Sports was a way to get money to R.B.I. players and parents, then a few days later claimed that she only provided her name and trusted GREEN to actually provide the services.
  - k. WADE initially denied having any real involvement in Excelling Sports, and then admitted

additional involvement (like sending emails and depositing and withdrawing money) as detectives confronted her with the paper trail.

- I. WADE had a motive to participate as her other Wells Fargo account balances were low at the time Excelling Sports was created.
  - m. The only documented beneficiaries of the business were GREEN and WADE, and WADE's sister, Monique Newell. There were no expenditures for cost of goods sold or labor or instructors or training or equipment.
  - n. Intent to commit theft by fraud may be inferred from the conversion of money itself and the totality of acts and circumstances.
108. BGCGM officials indicated they would not have issued the checks had the true nature of Excelling Sports been disclosed.
109. In sum, GREEN and WADE invoiced BGCGM for a total of \$25,626 in goods and services never provided by Excelling Sports. These invoices caused BGCGM to issue checks totaling \$17,918; \$17,368 was actually deposited into the Excelling Sports bank account and spent for the benefit of WADE and GREEN with no ascertainable expenditures for the goods and services purportedly provided by Excelling Sports.
110. In this way, between January 1, 2018 and May 30, 2018, GREEN and WADE conspired to commit the crime of theft-by-fraud contrary to sections 939.31, 943.20(1)(d).

**GREEN PAID HIS FAMILY CONTRARY TO BGCGM'S CONFLICT-OF-INTEREST POLICY**

**UNCHARGED COUNT: FRAUDULENT WRITINGS – § 943.39(1)**

(as to defendant MIGUEL GREEN)

111. Evidence shows that GREEN steered money to his sister and children in violation of BGCGM's conflict of interest policy.
112. BGCGM provided copies of work rules and conflict of interest policy signed by GREEN when he started in 2013. This conflict of interest policy illustrated situations in which a financial conflict of interest exists:
- BGCGM contracts to purchase or lease or loan goods, services, or properties from an employee or his/her relative.
  - BGCGM offers employment to a relative, other than a person who is already employed by BGCGM.
  - An employee or his/her relative is provided with a gift, gratuity, or favor of a substantial nature or receives a financial gain from a person or entity that does business or seeks to do business with BGCGM.
  - An employee or his/her relative is gratuitously provided use of the facilities, property or services of BGCGM.
  - BGCGM adopts a policy that financially benefits an employee or his/her relative or engages in any action which has a financial gain to an employee or his/her relative.
113. BGCGM also provided a copy of a conflict of interest policy and affirmation that was apparently signed by GREEN on 1/26/2016, 2/13/2017. In it, GREEN acknowledged receiving information about conflicts, disclosed no conflicts, and pledged to inform BGCGM if a conflict developed.

114. On 1/28/2018, GREEN submitted to BGCGM an updated “affirmation of compliance” disclosure form in which he answered “no” to several questions about whether any of his relatives have received a contract, gained financially, or otherwise benefitted from BGCGM actions.
- Asked “Are any of your relatives employed by BGCGM?,” GREEN answered “No.” In fact, as described below, GREEN had caused BGCGM to issue checks to three of his children in 2017.
  - Asked “Have you or any your relatives...receive[sic] a financial gain from a person or entity that does business or seeks to do business with BGCGM?,” GREEN answered, “No.” In fact, as described below, both GREEN and his sister YEZLIN WADE received thousands of dollars from Excelling Sports USA, LLC, an entity created by WADE on 1/29/18. This was the day after GREEN signed the conflict of interest form on 1/28/18.
  - Asked “have you or any of your relatives been in a position to benefit financially from an action, policy or transaction made by BGCGM or engage in any action which has a financial gain?,” GREEN answered, “No.” In fact, as described below, both GREEN and his children and his sister benefitted financially from BGCGM transactions initiated by GREEN.
  - This “affirmation of compliance” instructed GREEN that, “if any situation should arise in the future that I think may involve me in a conflict of interest, I will promptly and fully disclose in writing the circumstances to the [Chair or President of the BGCGM.]”
115. Between July 2015 and October 2017, GREEN submitted paperwork that caused BGCGM issue checks to his children, Antwan Johnson-Green, Ria Green, and Ryan Green.
- From July 2015 through October 2017, GREEN submitted more than 30 payment requests that caused BGCGM to issue more than 30 checks totaling more than \$17,020 to his adult son, Antwan Johnson-Green.
  - From August 2017 to October 2017, GREEN submitted 4 payment requests that caused BGCGM to issue 4 checks totaling \$1,675 to his other son, Ryan Green.
  - From August 2017 to October 2017, GREEN submitted 4 payment requests that caused BGCGM to issue 4 checks totaling \$1,675 to his daughter, Ria Green.
116. Although GREEN’s personnel file disclosed his children’s names, GREEN’s supervisors stated they were unaware of the relation. Lanelle Ramey stated he knew GREEN had children but did not know their names. R.B.I. had a lot of umpires so this did not strike him as suspicious. Eric Brown was not aware and said had he been aware, he would not have approved the check requests.
117. As described above, GREEN also failed to disclose his conflict of interest with the company he created and operated with his sister, Excelling Sports.
118. Excluding the theft outlined for Excelling Sports, the total checks that GREEN caused to be issued to his children is \$20,370.
119. This false paperwork is stored at, and these checks issued from BGCGM located at 1558 N. 6<sup>th</sup> Street in the City and County of Milwaukee, State of Wisconsin.
120. GREEN arranged for his girlfriends<sup>25</sup> to be payees on BGCGM checks.
121. In making these false statements about his conflicts of interest, GREEN falsified a record belonging to BGCGM contrary to section 943.39(1).

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<sup>25</sup> These women appear to be GREEN’s girlfriends based on his Facebook correspondence, emails, and interviews with girlfriends and other third-party witnesses.

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 Yezlin Denae Wade, DOB: 07/24/1984

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122. Further, in failing to disclose his conflicts of interest with his children, girlfriends, and sister, GREEN committed theft-by-fraud contrary to section 943.20(1)(d).

**LOSS TOTALS AND IMPACT ON BGCGM**

123. In summary, GREEN's schemes and crimes have caused direct financial losses to BGCGM

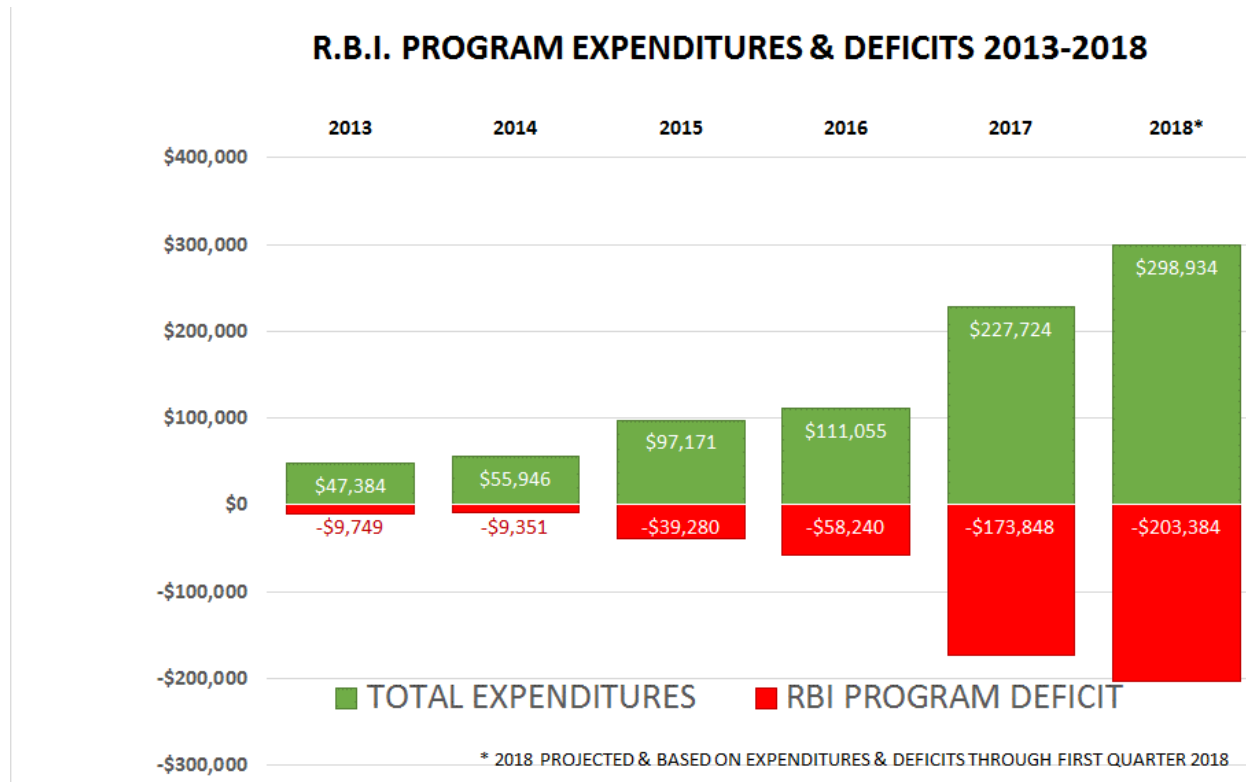
<b>SUMMARY OF THEFT OUTLINED IN CRIMINAL COMPLAINT</b>		
<b><u>COUNT 1: THEFT - 943.20(1)(b)</u></b>		
GREEN STOLE PLAYER FEES		\$ 20,000
<b><u>COUNT 2: PARTY TO THE CRIME OF THEFT - 943.20(1)(d)</u></b>		
GREEN SUBMITS FRAUDULENT CHECK REQUESTS		
	UMPIRES	35,000
	FORGED SIGNATURES	31,040
	KICKBACKS	1,500
<b><u>COUNT 3: PARTY TO THE CRIME OF THEFT - 943.20(1)(d)</u></b>		
GREEN DEFRAUDS MLB BY FABRICATES SCORESHEETS		\$ 2,500
<b><u>COUNT 4: PARTY TO THE CRIME OF THEFT - 943.20(1)(b)</u></b>		
CONCESSION STAND PROCEEDS		28,732
2018 FEES & FUNDRAISERS SCHEME		10,000
<b><u>COUNT 5: CONSPIRACY TO COMMIT THEFT - 943.20(1)(d)</u></b>		
EXCELLING SPORTS USA LLC		17,368
<b><u>UNCHARGED CONDUCT: FRAUDULENT WRITINGS - 943.39(1)</u></b>		
CONFLICT OF INTEREST CHECKS		20,370
		<b>\$ 166,510</b>

124. GREEN's crimes caused other losses to BGCGM. For example, GREEN's 2018 "fundraisers" cost the BGCGM money. GREEN purchased \$25 Boston Store and Savearound coupon books; parents sold coupon books, GREEN deposited proceeds into the new R.B.I. account he controlled, and left BGCGM holding the bag, i.e. BGCGM was invoiced for the coupon books. BGCGM also had to pay off other invoices left by Green, including venue costs for fundraisers involving proceeds never forwarded to BGCGM.

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 Yezlin Denae Wade, DOB: 07/24/1984

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125. There also exists circumstantial evidence that GREEN's theft and fraud dramatically increased R.B.I. program spending. For example, under GREEN, expenditures for contracted persons (like referee fees) increased from \$21,590 in 2013 to \$91,140 in 2017. Overall spending increased sixfold, and the programs' budget deficit increased twenty-fold.



126. Complainant interviewed persons who had a longstanding experience in the R.B.I. program, people like Randy Hogan. Hogan stated that services and participant numbers remained about the same. Therefore, there is no reason why spending and program deficits increased that much. The dramatic increase in spending is both circumstantial evidence of waste and of the theft and fraud committed by GREEN.

127. For the reasons described above, the evidence shows GREEN was a party to the crimes of theft and fraudulent writings, and GREEN and his sister WADE conspired to defraud the BGCGM.

\*\*\*\*End of Complaint\*\*\*\*

**Electronic Filing Notice:**

This case was electronically filed with the Milwaukee County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases. Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party. If you are not represented by an attorney and would like to register an electronic party, you will need to contact the Clerk of Circuit Court office at 414-278-4120. Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Criminal Complaint prepared by Joshua M Mathy.



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Subscribed and sworn to before me on 05/04/21  
Electronically Signed By:  
Joshua M Mathy  
Assistant District Attorney  
State Bar #: 1079813

Electronically Signed By:  
Detective Anne Portnoy  
Complainant