

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WISCONSIN**

In the Matter of:

In Bankruptcy No.
16-24179-BEH 11

GREEN BOX NA GREEN BAY, LLC,

Debtor.

**WISCONSIN ECONOMIC DEVELOPMENT CORPORATION'S
OBJECTION TO DEBTOR'S FIRST AMENDED
DISCLOSURE STATEMENT DATED NOVEMBER 9, 2016**

Wisconsin Economic Development Corporation (“WEDC”), a creditor and party-in-interest, hereby objects to the First Amended Disclosure Statement Dated November 9, 2016 (“1st Amended DS”). Grounds for this Objection are:

THE DEBTORS' BANKRUPTCY FILING

1. On April 27, 2016 (“Petition Date”), the Debtor-in-Possession, Green Box NA Green Bay, LLC (“Debtor”) filed a voluntary petition under Chapter 11 of Title 11 of the United States Code (*see* Docket, 1).

2. No committee of unsecured creditors has been appointed in this case (*see generally* Docket).

3. The proof of claim deadline in this case is November 19, 2016 (Docket, 106).

JURISDICTION AND VENUE

4. The Court has jurisdiction over this case pursuant to 28 U.S.C. §§ 157 and 1334.

5. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. This is a core proceeding under *inter alia* 28 U.S.C. § 157(b)(2).

**THE UNITED STATES TRUSTEE'S PRIOR MOTION TO DISMISS
AND THE COURT'S ORDER DATED OCTOBER 15, 2016**

7. The Office of the United States Trustee previously filed a Motion to Dismiss (“UST Motion”), among other things for failing to file accurate and complete Schedules and Statement of Financial Affairs (Docket, 59).

8. WEDC joined the UST Motion. (Docket, 75).

9. The UST Motion was denied by Court Order (“Order”) on October 15, 2016, subject to certain conditions (Docket, 92 at 31).

10. One of the conditions of the Order was, “amended disclosures relating to its previous legal proceedings on or before **October 31, 2016**” (*id.* (emphasis in original)).

11. The Debtor filed an Amended Schedule E/F and Amended Statement of Financial Affairs on October 31, 2016 (collectively, “Amendments”) (Docket, 112).

12. However, the Amendments still fail to list, for example:

- a. A creditor on Schedule E/F that obtained a judgment against the Debtor on November 14, 2014, in Wisconsin Insurance Solutions LLC v. Green Box NA Green Bay LLC, Brown County Case Number 2014SC4714 (*see* Ex. 1 attached hereto); or
- b. An action still pending within a year prior to the filing of the Petition Date, Canusa Hershman Recycling Company v. Green Box NA Green Bay LLC, Brown County Case Number 2014CV1503 (*see* Ex. 2 attached hereto).

13. In other words, despite readily accessible public information, the Debtor continues to fail to comply with the:

- a. Debtor’s duties under the Code; and
- b. Court’s Order.

THE DEBTOR'S 1ST AMENDED DS

14. The Debtor's 1st Amended DS also suffers from multiple deficiencies. For example, the 1st Amended DS:

a. Indicates,

Virtually the same day [April 20, 2016], federal indictment was handed down by the Grand Jury in the Eastern District of Wisconsin alleging bank fraud. The alleged fraud was not related to the Debtor or any of the related operations, but rather, concerned transactions which had occurred some years prior. (*see id.* at 12).

While perhaps the foregoing is an accurate statement, what the 1st Amended DS fails to mention is that a Superseding Indictment in the same action was filed on September 20, 2016, specifically indentifying transactions involving both assets and employees other than Ronald Van Den Heuvel of EARTH (n/k/a RTS, LLC), the Debtor's parent company upon whom the Debtor's First Amended Chapter 11 Plan is wholly dependent, in Counts 14 through 19 (*see* Ex. 3 attached hereto).

b. Indicates, "A substantial portion of the important documents have yet to be returned," to the Debtor (*see id.* at 13). However, creditors and the Court are left to guess:

- Which particular documents, even categories of documents have not been returned;
- How important are the documents which are missing;
- When the additional document may be returned; or
- What could occur if all of the documents are never returned.

- c. Admits that the funding required to get to Plan funding may not be received until as late as December 31, 2016 (*see id.* at 13), leaving insufficient time to accomplish the tasks required for closing by the end of the First Quarter of 2017—for example, completing three (3) years of tax returns without, “A substantial portion of the important documents.”
- d. Omits the Brown County Treasurer (“County”) as a claimant, despite the County having filed both its Proof of Claim 8 and Amended Proof of Claim 8 before the 1st Amended DS was filed.

WEDC’S OBJECTION

15. WEDC objects to the deficiencies in the Debtor’s 1st Amended DS for the reasons stated both:

- a. Herein; and
- b. On the record in this case, including but not limited to any other Objection, Response, or similar document filed by any other party to the Debtor’s 1st Amended DS.

RELIEF REQUESTED

16. For the reasons stated, WEDC respectfully requests that approval of the Debtor’s 1st Amended DS be denied.

RESERVATION OF RIGHTS

17. Although it does not intend or believe it should be required to do so, WEDC reserves the right to supplement this Objection in both fact and law.

CONCLUSION

WHEREFORE, WEDC respectfully requests this Honorable Court sustain WEDC's Objection to the Debtor's 1st Amended DS, deny approval of the Debtor's 1st Amended DS, and grant WEDC any other relief the Court deems equitable and/or appropriate.

Dated this 16th day of November, 2016.

MURPHY DESMOND S.C.
Attorneys for Wisconsin Economic
Development Corporation

By: /s/ Brian P. Thill
Brian P. Thill,
Wisconsin State Bar No. 1039088

Wisconsin Circuit Court Access (WCCA)

Wisconsin Insurance Solutions LLC vs. Green Box NA Green Bay LLC

Brown County Case Number 2014SC004714

Filing Date	Case Type	Case Status
09-04-2014	Small Claims	Closed - File Retained Electronic
Class Code Description	Responsible Official	
Sm Claim, Claim Under \$ Limit	Resar, Chad	

Parties

Party Type	Party Name	Party Status
Plaintiff	Wisconsin Insurance Solutions LLC	
Defendant	Green Box NA Green Bay LLC	

Civil Judgment(s)

Type	Debtor Name	Multiple Debtors	Amount	Satisfaction	Judgment Status	Satis. Date
Judgment for money	Green Box NA Green Bay LLC	No	\$ 6,079.84	No		

Party Details

Wisconsin Insurance Solutions LLC - Plaintiff

Date of Birth	Sex	Race¹
Address	Address Updated On	
3350 Commodity Ln, Ste C, Green Bay, WI 54304	09-04-2014	
Party Attorney(s)		
Attorney Name	GAL Entered	
Vesely, Lawrence Gerard	No	09-04-2014

Green Box NA Green Bay LLC - Defendant

Date of Birth	Sex	Race¹
Address	Address Updated On	
2077-B Lawrence Dr, De Pere, WI 54115	09-04-2014	
Party Attorney(s)		

Attorney Name **GAL Entered**
 Willihnganz, Ty Christopher No 10-01-2014

Judgment for money

County	Case Number	Case Caption
Brown	2014SC004714	Wisconsin Insurance Solutions LLC vs. Green Box NA Green Bay LLC

Judgment/Lien Date	Total Amount	Warrant Number
11-24-2014	\$ 6,079.84	

Date and Time Docketed	Service/Event Date

Satisfaction	Judgment Status	Date	Type Of Tax
No			

Property/Remarks**Judgment Parties**

Party Type	Name	Dismissed	Status	Address	Attorney Name
Debtor	Green Box NA Green Bay LLC	No	Active	2077-B Lawrence Dr, De Pere, WI 54115	Willihnganz, Ty Christopher
Creditor	Wisconsin Insurance Solutions LLC	No	Active	3350 Commodity Ln, Ste C, Green Bay, WI 54304	Vesely, Lawrence Gerard

Costs / Amounts

Description	Amount
Attorney fee	\$ 300.00
Judgment amount	\$ 5,683.34
Service	\$ 2.00
Small claims filing fee	\$ 94.50

1 The designation listed in the Race field is subjective. It is provided to the court by the agency that filed the case.

2 Non-Court activities do not require personal court appearances. For questions regarding which court type activities require court appearances, please contact the Clerk of Circuit Court in the county where the case originated.

Wisconsin Circuit Court Access (WCCA)

Canusa Hershman Recycling Company vs. Green Box NA Green Bay LLC

Brown County Case Number 2014CV001503

Court Record Events

	Date	Event	Court Official	Court Reporter
1	07-24-2015	Proof of claim Additional Text: \$25076.23		
2	06-30-2015	Case inactive	Hinkfuss, Timothy A	
3	06-30-2015	Letters/correspondence Additional Text: of Atty Willinganz - Green Box NA was pushed into receivership		
4	04-20-2015	Jury demand Additional Text: of Atty Stohlman		
5	04-20-2015	Jury fee paid Amount \$ 36.00 Additional Text: 15R 017078		
6	04-17-2015	Jury demand Additional Text: by plaintiff		
7	04-15-2015	Scheduling order	Hinkfuss, Timothy A	
8	03-31-2015	Decision Additional Text: Denying Motion for Reconsideration	Hinkfuss, Timothy A	
9	03-16-2015	Letters/correspondence Additional Text: of Atty Roy Stohlman		

10 03-06-2015 Notice of hearing

Additional Text:

Telephone scheduling conference on April 15, 2015 at 08:45 am.

11 02-19-2015 Motion hearing

Hinkfuss, Timothy A

Makela, Lori

Additional Text:

Attorney Roy G. Stohlman in court for Plaintiff Canusa Hershman Recycling Company. Attorney Ty Christopher Willihnganz in court for Defendant Green Box NA Green Bay LLC. Court denies motion for summary judgment

12 02-06-2015 Brief

Additional Text:

Plaintiff's Reply Brief

13 01-27-2015 Brief in support of motion

Additional Text:

Brief of Defendant in Opposition to Plaintiff's Motion for Summary Judgment

14 01-23-2015 Memorandum

Additional Text:

of Law by Plaintiff

15 01-06-2015 Letters/correspondence

Additional Text:

of Atty Stohlman

16 01-06-2015 Notice of briefing schedule

17 12-02-2014 Memorandum

Additional Text:

of Law of Plaintiff

18 12-02-2014 Affidavit

Additional Text:

Of Pam Zanin of Donald Bortz of Roy G. Stohlman

19 12-02-2014 Notice of motion, motion

Additional Text:

for Summary Judgment

20 11-20-2014 Response/reply

Additional Text:

of Plaintiff to defendant's counterclaims

21 11-13-2014 Notice of Appearance

Additional Text:

by Ty C. Willinganz, Atty for Defendant

22 11-07-2014 Answer

Additional Text:

of Ty C. Willinganz, atty for Geen Box NA Green Bay, LLC

23 10-21-2014 Filing fee paid

Amount

\$ 265.50

Additional Text:

14R 039866

24 10-21-2014 Summons and complaint

U.S. DISTRICT COURT
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

2016 SEP 20 A 11: 59

UNITED STATES OF AMERICA, **JOHN W. SANFILIPPO**
CLERK

Plaintiff,

GREEN BAY

v.

Case No.

16-CR-064

RONALD H. VAN DEN HEUVEL,
PAUL J. PIIKKILA, and
KELLY Y. VAN DEN HEUVEL,

[18 U.S.C. §§ 2, 371, 1014, and 1344]

Defendants.

SUPERSEDING INDICTMENT

COUNT ONE

THE GRAND JURY CHARGES:

From on or about January 1, 2008 through on or about September 30, 2009, in the state and Eastern District of Wisconsin,

**RONALD H. VAN DEN HEUVEL,
PAUL J. PIIKKILA, and
KELLY Y. VAN DEN HUEVEL**

knowingly conspired with each other and others to:

a. Devise and participate in a scheme to defraud Horicon Bank and to obtain money under the custody and control of Horicon Bank, the accounts of which were insured by the Federal Deposit Insurance Corporation, by means of false and fraudulent pretenses, representations, and promises, in violation of

Title 18, United States Code, Section 1344; and

b. Make material false statements to Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, for the purpose of influencing the actions of the bank to issue loans, in violation of Title 18, United States Code, Section 1014.

Scheme

The scheme in this count is as follows:

a. During the period of the scheme, defendant Piikkila was employed as a loan officer for Horicon Bank (hereinafter "the bank"), working at the Appleton, Wisconsin branch. He had authority to make loans up to a \$250,000 limit. Loans he proposed to make above that limit needed to be approved by the bank's Business Lenders Committee.

b. During the period of the scheme, defendant Ronald Van Den Heuvel represented himself to be a businessman in the area of Green Bay, Wisconsin. He operated and controlled at least seven purported business entities that he used interchangeably.

c. During the period of the scheme, Kelly Van Den Heuvel was the wife of Ronald Van Den Heuvel and was also the owner and operator of KYHKJG, a limited liability corporation.

d. In December of 2007, or early January of 2008, Ronald Van Den Heuvel approached Piikkila and asked him to issue loans from the bank to

Ronald Van Den Heuvel or his business entities.

e. On or about January 17, 2008, Piikkila authorized a loan of \$250,000 from the bank to RVDH, Inc., one of Ronald Van Den Heuvel's business entities. Ronald Van Den Heuvel signed the business note for RVDH, Inc. According to the note, the loan was to be repaid at 7.25% interest by January 15, 2009. It was never repaid and, after collection efforts, the bank charged off a loss of \$237,109.

f. In March of 2008, Piikkila proposed that the bank loan \$7,100,000 to Source of Solutions, LLC, another of Ronald Van Den Heuvel's business entities. The bank's Business Lenders Committee refused to authorize that loan because their attempts to investigate Ronald Van Den Heuvel's financial record convinced them that Ronald Van Den Heuvel was not a good credit risk.

g. Piikkila made attempts to restructure this \$7,100,000 loan but those attempts did not gain the approval of the Business Lenders Committee. Eventually, Piikkila's superiors instructed him not to make any loans to Ronald Van Den Heuvel or his business entities.

h. After that, Piikkila made a series of loans from the bank for the benefit of Ronald Van Den Heuvel and his business entities. All of these subsequent loans were \$250,000 or less so were within Piikkila's lending authority and did not have to be approved by higher authorities within the bank. None of them were to Ronald Van Den Heuvel personally and most of them were to individuals who were not actually receiving the loan proceeds and did

not regard themselves as responsible for repaying the loans (hereinafter referred to as “straw borrowers”). The conspirators knew that these loans were not actually going to the straw borrowers because the funds were being used by Ronald Van Den Heuvel and his business entities.

i. A predominant share of the money from these loans was disbursed for the purposes of Ronald Van Den Heuvel and his business entities even though they were not represented to be the borrowers. The loan proceeds were used for purposes other than those represented on the loan requests submitted to the bank.

j. With one exception, the loans made as part of this scheme were not repaid. The straw borrowers regarded the debts as Ronald Van Hen Heuvel’s so felt no duty to repay the bank. Ronald Van Den Heuvel did not repay the bank even though the loan money was used for his benefit and the benefit of his business entities.

k. Collateral pledged as security for these loans actually belonged to Ronald Van Den Heuvel but was not sufficient to allow the bank to recover the principal or interest on these loans.

l. Despite the bank’s efforts to collect, the loans granted as part of this scheme resulted in losses for the bank exceeding \$550,000.

Overt Acts

In furtherance of the conspiracy and to effect its objects, the defendants

performed the following overt acts.

1. Prior to September 12, 2008, Ronald Van Den Heuvel persuaded his employee, S.P., to act as a straw borrower to obtain loans for Ronald Van Den Heuvel from Horicon Bank.

2. On or about September 12, 2008, Piikkila authorized a loan of \$100,000 to straw borrower S.P. Proceeds from that loan were transferred to two of Ronald Van Den Heuvel's business entities.

3. On or about November 7, 2008, Piikkila authorized two loans of \$250,000 and \$70,000, respectively, to KYHKJG, LLC.

4. Prior to January 2, 2009, Ronald Van Den Heuvel persuaded W.B. to act as a straw borrower to obtain a loan for Ronald Van Den Heuvel from Horicon Bank.

5. On or about January 2, 2009, Piikkila authorized a loan of \$240,000 to straw borrower W.B., a former relative of Ronald Van Den Heuvel by marriage. These funds were used to pay personal expenses of Ronald Van Den Heuvel and to pay off different loans obtained for Ronald Van Den Heuvel at different banks.

6. On or about February 11, 2009, Piikkila authorized a loan of \$30,000 to straw borrower S.P. Those funds were promptly used for the benefit of two of Ronald Van Den Heuvel's business entities.

7. On or about May 15, 2009, Piikkila authorized a loan of \$129,958 to straw borrower S.P. This loan consolidated the debts due on the loans noted in paragraphs 2 and 6 above.

8. Prior to May 15, 2009, Ronald and Kelly Van Den Heuvel persuaded their employee, J.G., to act as a straw borrower to obtain a loan for the Van Den Heuvels from Horicon Bank.

9. On or about May 15, 2009, Piikkila authorized a loan of \$25,000 to straw borrower J.G., an employee of Ronald and Kelly Van Den Heuvel. These funds were promptly paid to RVDH, Inc. and KYHKJG, LLC; paid to S.P. as a payment on the loan noted in paragraph 7 above; or paid to W.B. to be used as payment on the loans noted in paragraph 5 above.

10. On or about September 11, 2009, Piikkila authorized a loan of \$240,000 to Source of Solutions, LLC, one of Ronald Van Den Heuvel's business entities. Signing the business note for Source of Solutions was D.S., Ronald Van Den Heuvel's administrative assistant. These funds were promptly transferred to Ronald Van Den Heuvel's other business entities, paid out to Ronald Van Den Heuvel's employees, used to pay off Ronald Van Den Heuvel's debts to other companies and other banks, and used to make payments against balances due on the loans noted in paragraphs e., 7, and 9 above.

11. On or about September 25, 2009, Piikkila authorized a loan of \$10,000 to RVDH, Inc. These funds were promptly transferred to another of Ronald Van Den Heuvel's business entities.

All in violation of Title 18, United States Code, Section 371.

COUNT TWO

THE GRAND JURY FURTHER CHARGES:

On or about September 12, 2008, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to S.P., knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel and his business entities.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT THREE

THE GRAND JURY FURTHER CHARGES:

On or about September 12, 2008, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of a false statement for the purpose of influencing Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, upon a loan. The false statement was that S.P. was the actual borrower on the loan, when, as defendant well knew, S.P. was a straw borrower whose name was being put on the loan even though the loan proceeds were actually going to the defendant who would control their use.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT FOUR

THE GRAND JURY FURTHER CHARGES:

On or about January 2, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to W.B., knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel and his business entities.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT FIVE

THE GRAND JURY FURTHER CHARGES:

On or about January 2, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of a false statement for the purpose of influencing Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, upon a loan. The false statement was that W.B. was the actual borrower on the loan, when, as defendant well knew, W.B. was a straw borrower whose name was being put on the loan even though the loan proceeds were actually going to the defendant who would control their use.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT SIX

THE GRAND JURY FURTHER CHARGES:

On or about February 11, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to S.P., knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel and his business entities.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT SEVEN

THE GRAND JURY FURTHER CHARGES:

On or about February 11, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of a false statement for the purpose of influencing Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, upon a loan. The false statement was that S.P. was the actual borrower on the loan, when, as defendant well knew, S.P. was a straw borrower whose name was being put on the loan even though the loan proceeds were actually going to the defendant who would control their use.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT EIGHT

THE GRAND JURY FURTHER CHARGES:

On or about May 15, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to S.P., knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel and his business entities.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT NINE

THE GRAND JURY FURTHER CHARGES:

On or about May 15, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of a false statement for the purpose of influencing Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, upon a loan. The false statement was that S.P. was the actual borrower on the loan, when, as defendant well knew, S.P. was a straw borrower whose name was being put on the loan even though the loan proceeds were actually going to the defendant who would control their use.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT TEN

THE GRAND JURY FURTHER CHARGES:

On or about May 15, 2009, in the state and Eastern District of Wisconsin,

**RONALD H. VAN DEN HEUVEL and
KELLY Y. VAN DEN HEUVEL,**

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to J.G., knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel, Kelly Van Den Heuvel and their business entities.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT ELEVEN

THE GRAND JURY FURTHER CHARGES:

On or about May 15, 2009, in the state and Eastern District of Wisconsin,

**RONALD H. VAN DEN HEUVEL and
KELLY Y. VAN DEN HEUVEL**

knowingly caused the making of a false statement for the purpose of influencing Horicon Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, upon a loan. The false statement was that J.G. was the actual borrower on the loan, when, as defendants well knew, J.G. was a straw borrower whose name was being put on the loan even though the loan proceeds were actually going to the defendants who would control their use.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT TWELVE

THE GRAND JURY FURTHER CHARGES:

On or about September 11, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to Source of Solutions, LLC, knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel and his business entities other than Source of Solutions, LLC.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT THIRTEEN

THE GRAND JURY FURTHER CHARGES:

On or about September 25, 2009, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

to execute the scheme to defraud described in Count One of this indictment, caused a loan to be issued by Horicon Bank to RVDH, Inc. knowing that the loan proceeds would be used for the benefit of Ronald Van Den Heuvel and his business entities other than RVDH, Inc.

All in violation of Title 18, United States Code, Sections 2 and 1344.

COUNT FOURTEEN

THE GRAND JURY FURTHER CHARGES:

From on or about June 10, 2013 through on or about July 2, 2013, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

devised and participated in a scheme to defraud federally insured financial institutions and to obtain money under the custody and control of those financial institutions by means of false and fraudulent pretenses and representations.

The scheme was as follows:

- a. In June, 2013, Ronald H. Van Den Heuvel desired and needed to obtain funds for himself and his business entities.
- b. In order to obtain funds, Ronald H. Van Den Heuvel persuaded his employee, P.H., to apply for loans from financial institutions in his own name although the loaned funds were to be used by Ronald H. Van Den Heuvel and his business entities.
- c. In order to help P.H. qualify for loans, Ronald H. Van Den Heuvel took the following steps.
 1. Ronald H. Van Den Heuvel caused the titles on a 2013 Cadillac Escalade and a 2010 Cadillac Escalade to be transferred from one of his business entities, EARTH, to P.H. although P.H. was not given custody or control of the Escalades.

2. Ronald H. Van Den Heuvel caused false and fraudulent pay stubs to be created for P.H. which reflected that P.H.'s income was substantially higher than it actually was.

3. Ronald H. Van Den Heuvel caused P.H. to falsely represent his job title, responsibilities, and income with EARTH.

d. Ronald H. Van Den Heuvel caused P.H. to apply for loans at financial institutions offering the two Cadillac Escalades as security for those loans and providing those institutions with false and fraudulent information about his duties and income while employed by EARTH.

THE GRAND JURY FURTHER CHARGES:

On or about June 14, 2013, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

in order to execute the scheme described in this count, caused P.H. to apply to Community First Credit Union, a credit union with accounts insured by the National Credit Union Share Insurance Fund, for a loan of \$50,000. In an attempt to obtain the loan, Ronald H. Van Den Heuvel caused P.H. to falsely represent that he was the borrower, that he was the Director of Sales for EARTH, and that his annual income from EARTH was more than \$92,000 when, as Ronald H. Van Den Heuvel well knew, the loan proceeds would be used by Ronald H. Van Den Heuvel's business entities and P.H. worked for Ronald H. Van Den Heuvel as an office assistant earning \$12 an hour.

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNT FIFTEEN

THE GRAND JURY FURTHER CHARGES:

On or about June 14, 2013, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of false statements for the purpose of influencing Community First Credit Union, the deposits of which were insured by the National Credit Union Share Insurance Fund, upon a loan. The false statements were that:

a. P.H. was to be the borrower on a loan of \$50,000 when, as defendant well knew, P.H. was a straw borrower whose name was being put on the loan even though the loan proceeds were actually going to be used by defendant and his business entities.

b. P.H. was the Director of Sales for EARTH earning a salary of over \$92,000 per year when, as defendant well knew, P.H. was an office assistant earning approximately \$12 an hour.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT SIXTEEN

THE GRAND JURY FURTHER CHARGES:

On or about June 17, 2013, at DePere, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

in order to execute the scheme described in Count Fourteen, caused P.H. to apply to Nicolet National Bank, whose accounts are insured by the Federal Deposit Insurance Corporation, for a loan of \$50,000. In an attempt to obtain the loan, Ronald H. Van Den Heuvel caused P.H. to offer the 2013 Cadillac as security for the loan and caused P.H. to falsely represent that he was the Director of Sales for EARTH and that his annual income from EARTH was more than \$92,000 when, as Ronald H. Van Den Heuvel well knew, P.H. worked for Ronald H. Van Den Heuvel as an office assistant earning approximately \$12 an hour.

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNT SEVENTEEN

THE GRAND JURY FURTHER CHARGES:

On or about June 17, 2013, at DePere, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of false statements for the purpose of influencing Nicolet National Bank, the deposits of which were insured by the Federal Deposit Insurance Corporation, upon a loan. The false statements were that P.H. was the Director of Sales for EARTH earning a salary of over \$92,000 per year when, as defendant well knew, P.H. was an office assistant earning approximately \$12 an hour.

All in violation of Title 18, United States Code, Sections 2 and 1014.

COUNT EIGHTEEN

THE GRAND JURY FURTHER CHARGES:

On or about June 17, 2013, at Green Bay, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL,

in order to execute the scheme described in Count Fourteen, caused P.H. to apply to Pioneer Credit Union, a credit union with accounts insured by the National Credit Union Share Insurance Fund, for two loans: one of \$60,000 and one of \$25,000. In an attempt to obtain these loans, Ronald H. Van Den Heuvel caused P.H. to offer the 2013 Cadillac Escalade and the 2010 Cadillac Escalade as security for the loans and caused P.H. to falsely represent that he was the borrower, that he was the Director of Tissue Converting for EARTH, and that his annual income from EARTH was more than \$92,000 when, as Ronald H. Van Den Heuvel well knew, the loan proceeds would be used by Ronald H. Van Den Heuvel and his business entities and P.H. worked for Ronald H. Van Den Heuvel as an office assistant earning approximately \$12 an hour.

All in violation of Title 18, United States Code, Sections 1344 and 2.

COUNT NINETEEN

THE GRAND JURY FURTHER CHARGES:

On or about June 17, 2013, at Green Bay, in the state and Eastern District of Wisconsin,

RONALD H. VAN DEN HEUVEL

knowingly caused the making of false statements for the purpose of influencing Pioneer Credit Union, the deposits of which were insured by the National Credit Union Share Insurance Fund, upon loans. The false statements were that:

a. P.H. was to be the borrower on loans of \$60,000 and \$25,000 when, as defendant well knew, P.H. was a straw borrower whose name was being put on the loans even though the loan proceeds were actually going to be used by defendant and his business entities.

b. P.H. was the Director of Tissue Converting for EARTH earning a salary of over \$92,000 per year when, as defendant well knew, P.H. was an office assistant earning approximately \$12 an hour.

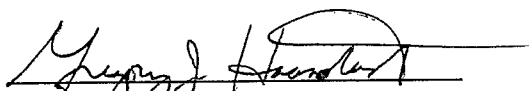
All in violation of Title 18, United States Code, Sections 2 and 1014.

A TRUE BILL:



FOREPERSON

Dated: 9-20-16


GREGORY J. HAANSTAD
United States Attorney