

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

UNITED STATES OF AMERICA

**CRIMINAL COMPLAINT**

v.

CASE NUMBER:

BRENDOLYN HART-GLOVER

**UNDER SEAL**

I, the undersigned complainant, being duly sworn on oath, state that the following is true and correct to the best of my knowledge and belief:

Beginning in or around November 2009 and continuing through at least on or about August 23, 2010, in the Northern District of Illinois, Eastern Division, BRENDOLYN HART-GLOVER, defendant herein:

knowingly and willfully falsified, concealed and covered up by trick, scheme and device a material fact within the jurisdiction of the executive branch of the Government of the United States, namely, maintenance of files by the Cook County President's Office of Employment Training with documentation supporting the eligibility of certain participants in the 2009 Summer Youth Program,

in violation of Title 18, United States Code, Section 1001(a)(1).

I further state that I am a Special Agent with the Department of Labor-Office of the Inspector General, and that this complaint is based on the facts contained in the Affidavit which is attached hereto and incorporated herein.

\_\_\_\_\_  
Signature of Complainant  
IRENE LINDOW  
Special Agent, Department of Labor-Office of the Inspector  
General

Sworn to before me and subscribed in my presence,

July 3, 2012 at Chicago, Illinois  
Date City and State

YOUNG B. KIM, U.S. Magistrate Judge  
Name & Title of Judicial Officer

\_\_\_\_\_  
Signature of Judicial Officer

UNITED STATES DISTRICT COURT )  
 )  
 ) SS  
NORTHERN DISTRICT OF ILLINOIS )

AFFIDAVIT

I, IRENE LINDOW, being duly sworn, state as follows:

1. I am a Special Agent with the United States Department of Labor – Office of the Inspector General (“USDOL-OIG”), and have been so employed for approximately nine years. For approximately five years, I was employed as an investigator for the Department of Labor Employee Benefits Security Administration. In connection with my official duties, I have investigated violations of federal criminal law, including violations relating to public officials. I have also received training in the enforcement of laws concerning, among other things, public corruption and white-collar crime. I have received training and have participated in all of the normal methods of investigation, including, but not limited to, visual and electronic surveillance, the general questioning of witnesses, the use of informants, and undercover operations.

2. This investigation has been jointly conducted by the USDOL-OIG, the Federal Bureau of Investigation (“FBI”) and the United States Postal Inspection Service (“USPIS”). The information contained in this Affidavit is based on my personal observations and experience in addition to information obtained from other law enforcement agents participating in the investigation, witnesses, and documents.

3. This affidavit is submitted in support of a criminal complaint alleging that BRENDOLYN HART-GLOVER violated Title 18, United States Code, Section 1001(a)(1).

4. Because this affidavit is being submitted for the limited purpose of establishing probable cause in support of a criminal complaint against HART-GLOVER, I have not included each and every fact known to me concerning this investigation. Instead, I have set forth only the facts that I believe are necessary to establish probable cause to believe that the defendant committed the offense alleged in the complaint.

5. This affidavit summarizes information obtained from witnesses concerning conduct occurring over a period of months; it does not refer to all information provided by the witnesses described below, nor does it refer to every witness who has provided information in the investigation.<sup>1</sup>

## **I. BACKGROUND OF THE INVESTIGATION**

### **A. POET**

6. The Cook County President's Office of Employment Training ("POET")<sup>2</sup> is a government agency that provides job training and services to residents in Cook County, Illinois, with the exception of the City of Chicago. POET provides these

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<sup>1</sup> Certain witnesses may have initially denied or minimized conduct to which they later admitted. This affidavit summarizes the information provided based on the totality of the witnesses' statements. In addition, individuals have been interviewed who denied any knowledge of or participation in the alleged scheme. This affidavit does not include every instance of such denials.

<sup>2</sup> In 2011, POET was renamed "Cook County Works."

services using federal grant funds administered under the Workforce Investment Act of 1998 (“the Act”).

7. POET is headquartered at 69 West Washington, Chicago, Illinois, with field offices in Oak Forest, Cicero, Maywood and Chicago Heights, Illinois.

8. During 2009-2010, HART-GLOVER was field operations manager at POET, responsible for overseeing POET’s four field offices in Oak Forest, Cicero, Maywood and Chicago Heights. During 2009 and part of 2010, HART-GLOVER reported to POET Director A. After POET Director A left POET, HART-GLOVER served as acting director. Thereafter, HART-GLOVER reported to POET Director B.

B. DOL, ETA and DCEO

9. The Employment and Training Administration (“ETA”), a unit of the Department of Labor (“DOL”), oversees programs administered through federal funds provided to states and local agencies under the Act.

10. The Illinois Department of Commerce & Economic Opportunity (“DCEO”) is the state agency in Illinois responsible for distributing federal grant money administered by ETA under the Act. ETA awards federal grants to the State of Illinois. DCEO, in turn, allocates grant funds to local government agencies in Illinois, including POET. DCEO is responsible for overseeing POET’s compliance with the Act and federal regulations promulgated pursuant to the Act.

C. The Act’s Requirements

11. For youth employment programs, in order to be eligible under the Act, participants are required to: (i) be authorized to work in the United States; (ii) be in compliance with the Military Selective Service Act (“Selective Service”); (iii) be within an applicable age range; (iv) have income below a specified threshold; and (v) have a barrier to employment, for example, a deficiency in basic literacy skills.

12. Under the Act and applicable federal regulations, POET is required to collect documentation supporting its eligibility determination in order for an individual to participate in a program under the Act.

13. Participants are required to complete and sign an application. A POET case manager is also required to sign the application, confirming the participant’s eligibility.

14. A typical participant file contains the application signed by the participant and the case manager, as well as documentation demonstrating the participant’s eligibility, including, but not limited to, the following: (i) a birth certificate; (ii) a dated printout from the Selective Service System’s website, reflecting the participant’s Selective Service compliance; (iii) a dated printout from the website of the Illinois Department of Human Services (“IDHS”), reflecting, among other things, the participant’s receipt of public assistance over the six-month period prior to intake; (iv) a scored multiple-choice test form with the results of an aptitude test, reflecting the participant’s deficiency in basic skills; (v) a document titled Individual Employment Plan (“IEP”), detailing the participant’s work history, existing employment skills and employment interests, among other things; and (vi) other forms, including forms titled “Participant’s Rights Under WIA,” “Authorization of

Release of Information,” and affidavits used to confirm eligibility criteria where independent source documentation was not available.

D. Cooperating Witnesses (“CW”)

15. This investigation has developed evidence from several cooperating current and former POET employees. In summary, these witnesses have provided information regarding: (a) POET’s general function and operation; (b) POET’s youth employment program in 2009 known as the “2009 Summer Youth Program”; (c) monitoring conducted by DCEO concerning POET’s 2009 Summer Youth Program; and (d) POET’s response to DCEO’s monitoring findings, which involved wide-scale forging, altering and backdating of documents.

16. During 2009-2010, CW-1 was a regional manager at POET, responsible for managing POET’s Oak Forest office. CW-1 reported to HART-GLOVER. As set forth in more detail below, during interviews and in testimony before the grand jury, CW-1 admitted to conduct that violated federal law. CW-1 has been informed that s/he will be charged. CW-1 is cooperating with the government with the understanding that the government will consider CW-1’s continued truthful cooperation in making its charging decision and in making any sentencing recommendation with respect to CW-1.

17. During 2009-2010, CW-2 was an employment training specialist assigned to POET’s Oak Forest office. CW-2 reported to HART-GLOVER and POET Employee A. As set forth in more detail below, during interviews and in testimony before the grand jury, CW-2 admitted to conduct that violated federal law. CW-2 has been informed

that s/he will be charged. CW-2 is cooperating with the government with the understanding that the government will consider CW-2's continued truthful cooperation in making its charging decision and in making any sentencing recommendation with respect to CW-2.

18. During 2010, CW-3 was a temporary employee assigned to POET's Oak Forest office. CW-3 reported to CW-1. As set forth in more detail below, during interviews and in testimony before the grand jury, CW-3 admitted to conduct that violated federal law. CW-3 has been informed that s/he will be charged. CW-3 is cooperating with the government with the understanding that the government will consider CW-3's continued truthful cooperation in making its charging decision and in making any sentencing recommendation with respect to CW-3. Some of CW-3's statements were made pursuant to a standard U.S. Attorney's Office proffer letter.

19. During 2009-2010, CW-4 was an employment training specialist in POET's Oak Forest office. CW-4 reported to POET Employee A. As set forth in more detail below, during interviews and in testimony before the grand jury, CW-4 admitted to conduct that violated federal law. No promises or representations have been made to CW-4.

20. During 2009-2010, CW-5 was an administrative assistant in POET's downtown Chicago office. CW-5 reported to POET Employee A. No promises or representations have been made to CW-5.

21. CW-6 is the minor child of CW-1 and was present at POET's offices on or about August 21, 2010. As set forth in more detail below, during interviews and in

testimony before the grand jury, CW-6 admitted to conduct that violated federal law. No promises or representations have been made to CW-6.

E. POET's Historic Problems

22. In the years leading up to 2009, DCEO had experienced multiple problems with POET. In or around July 2005, DCEO placed POET on "high risk" status and ordered an audit of POET's expenditures for the 1999-2005 time period based on, among other things, allegations that funds had been misappropriated.

23. From 2003 to 2008, POET had to return approximately \$8.4 million to DCEO.

24. On or about November 13, 2009, DCEO informed Cook County President Todd Stroger that DCEO was considering reorganizing its local agencies in a way that would have eliminated POET.

F. 2009 Summer Youth Program

25. On or about March 31, 2009, DCEO allocated approximately \$5,676,547 to POET. These funds were part of the American Recovery and Reinvestment Act of 2009, which Congress passed in 2009. POET was required to spend these funds prior to June 30, 2011.

26. POET used these funds to create its "Summer Youth Program," which was in place during Summer 2009 and Summer 2010.

27. POET enrolled approximately 1,400 participants in its 2009 Summer Youth Program.



G. DCEO's Audit of the 2009 Summer Youth Program

28. In or around July 2009, DCEO began monitoring POET's 2009 Summer Youth Program for compliance with the Act and other applicable federal laws.

29. On or about August 17, 2009, DCEO requested all of POET's 2009 Summer Youth Program participant files.

30. On or about October 29, 2009, DCEO sent POET a 33-page letter detailing the results and findings from DCEO's monitoring. In five findings and sub-findings, the letter identified problems with hundreds of participant files including approximately 70 participant files that were missing entirely (hereinafter, "Finding 1"). In the remaining findings ("Finding 2," "Finding 3," "Finding 4" and "Finding 5," respectively), DCEO identified specific deficiencies or missing documents for participant files produced by POET.

31. On or about July 28, 2010, DCEO sent POET a letter setting forth DCEO's calculation of the costs associated with the 2009 Summer Youth Program participants identified in Findings 1-5 of DCEO's October 29, 2009 letter. In the letter, DCEO informed POET that DCEO would not reimburse approximately \$1.4 million in questioned costs based on the documentation POET had produced to that point with respect to the participants identified in Findings 1-5, among other issues. DCEO gave POET 30 days to provide additional documentation for Findings 1-5.

H. At The Direction Of HART-GLOVER, POET Forges, Alters and Backdates Files In Its Response To DCEO.

32. According to CW-1, CW-2 and CW-3, POET employees attempted to locate the files identified in DCEO's Finding 1 at POET's various offices. According to CW-1, CW-2 and CW-3, POET employees were unable to find most of the files.

33. According to CW-1, during a meeting with HART-GLOVER in approximately Summer 2010, CW-1, CW-2, CW-3 and POET Employee B explained that POET employees had searched for the missing files identified in Finding 1, but had been unable to locate the files. HART-GLOVER then instructed one of them to shut the door and stated words to the effect of: "Let me make something clear. It is not an option for you to not have the Summer Youth files. We just gave back \$2.1 million to the state for one of the other programs. There will be no POET if we do not get those files." HART-GLOVER then instructed CW-1, CW-2, CW-3 and POET Employee B to "reproduce" or "recreate" the files.

34. According to CW-1, at some point following this meeting, HART-GLOVER instructed CW-1 to prepare a list of identification documents for the missing files in Finding 1 so that HART-GLOVER could go to Human Resources to attempt to find duplicate copies of the missing identification documents. CW-1 prepared a list.<sup>3</sup>

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<sup>3</sup> In the course of this investigation, POET produced to investigating agents an electronic copy of a memo prepared by CW-1 on or about July 28, 2010, addressed to HART-GLOVER, in which CW-1 provided HART-GLOVER a list of approximately 43 names (all associated with files in Finding 1) with the following message: "We need copies of all documents that accompanied the I-9 forms." Based on my training and experience, I know that the I-9 Form is a document that an employee must complete in order to document that the individual is authorized to work in the United States and, in conjunction with completing the I-9 Form, employers typically make a copy of the identification document(s) presented by the employee.

35. According to CW-1, in approximately early August 2010, HART-GLOVER provided CW-1 the identification documents HART-GLOVER obtained from Human Resources. According to CW-1, multiple files from Finding 1 were still missing birth certificates. At or around that time, CW-1 understood that birth certificates would be forged as part of recreating the missing files in Finding 1.

36. CW-2 participated in or overheard multiple conversations involving HART-GLOVER relating to recreating the missing files in Finding 1. First, during a conference call in approximately 2010, HART-GLOVER discussed the missing files with CW-1, CW-2 and CW-3. During the conference call, the four discussed the missing files in Finding 1. According to CW-2, HART-GLOVER said words to the effect of, “we are going to have to make it up,” which CW-2 understood to mean recreate the missing files identified in Finding 1 and forge any necessary documents that could not be located. HART-GLOVER said this had to be done or “no one would have a job.”

37. Second, in approximately 2010, CW-2 overheard a phone conversation between POET Director A and HART-GLOVER while CW-2 was in HART-GLOVER’s Oak Forest office. HART-GLOVER talked to POET Director A on speaker phone without letting POET Director A know that CW-2 was in the room. During the call, POET Director A asked HART-GLOVER where things stood with the “findings letter,” which CW-2 understood as a reference to DCEO’s October 29, 2009 letter. HART-GLOVER told POET Director A that things were progressing slowly, but CW-1 was working with others to recreate the missing files.

38. Third, according to CW-2, at some point approximately during the week before POET's response to DCEO was due, CW-2 was working at POET's downtown office when HART-GLOVER received a call from CW-1. HART-GLOVER put the call on speaker phone and CW-2 was able to hear the conversation. During the call, CW-1 told HART-GLOVER that s/he had reviewed the documents received from Human Resources and documents retrieved from other locations and there were still documents missing from the files. HART-GLOVER told CW-1 that the documents would have to be recreated. According to CW-2, around the time of this phone call, CW-2 and CW-3 started forging birth certificates for the missing files in Finding 1.

39. CW-5 provided information about another conference call involving HART-GLOVER relating to recreating the missing files in Finding 1. According to CW-5, CW-5 was present for a meeting/conference call involving HART-GLOVER, CW-1 and CW-2 relating to recreating the missing files. Specifically, during Summer 2010, CW-5 and CW-2 were working in POET Employee A's office at POET's downtown location (POET Employee A was on leave that day) when CW-1 called CW-2's cell phone. CW-2 put the call on speaker phone. HART-GLOVER then entered the room. During the conversation, CW-1 sounded concerned and stated that the work that had been done to that point on the missing files had not been enough. At some point during the conversation, CW-2 told CW-1 to look for blank birth certificates on HART-GLOVER's desk, which CW-5 understood to be a reference to HART-GLOVER's desk in POET's Oak Forest office. HART-GLOVER then instructed CW-1 where to find the blank birth certificates. HART-GLOVER stated

words to the effect of, “The participants are all about the same age and from the same location, so all of their birth certificates should be similar.”

40. According to CW-1, CW-2 and CW-3, at the direction of HART-GLOVER, POET employees – including CW-1, CW-2, CW-3, CW-4 and POET Employee B – recreated the missing files identified in DCEO’s Finding 1 (hereinafter, the “recreated files”).<sup>4</sup> POET employees forged, altered and backdated nearly all of the documents contained in the recreated files, including, but not limited to, the documents identified in paragraphs 41-47. CW-1, CW-2, CW-3, CW-4 and CW-6 – together with HART-GLOVER and HART-GLOVER’s relative, POET Employee C – went to POET’s Oak Forest office on or about Saturday, August 21, 2010, to work on the recreated files.

41. First, CW-2, CW-3 and CW-6 forged birth certificates, according to CW-1, CW-2, CW-3 and CW-6. The forged birth certificates were created by altering information on copies of actual birth certificates. Using either a typewriter or a computer, slips of paper containing the participant’s information (for example, the participant’s name, date of birth and parents’ names) were created, which were then placed on top of a xeroxed copy of an actual birth certificate. Next, a xeroxed copy was made with the inserts placed over the true information on the birth certificate, resulting in the forged document.

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<sup>4</sup> During this investigation, DCEO and POET produced documents to the government. CW-1, CW-2 and CW-3 identified the “original” set of the recreated files from POET’s document production and a copy of the recreated files from DCEO’s production. According to CW-1, CW-2 and CW-3, on August 21, 2010, POET employees made copies of the recreated files, which were going to be produced to DCEO. According to CW-3, CW-3 helped HART-GLOVER take two boxes to HART-GLOVER’s car, which contained copies of the recreated files, while the “original” set of the recreated files remained at POET’s Oak Forest office.

According to CW-2, during the week leading up to August 21, 2010, HART-GLOVER provided CW-2 with a stack of blank birth certificates to be used on August 21, 2010.<sup>5</sup> According to CW-6, CW-6 forged birth certificates in the presence of HART-GLOVER.

42. Second, according to CW-1, CW-2 and CW-3, POET employees forged and backdated applicant signatures on application forms. POET employees also signed the application signature sheets as the case manager and backdated their signature to the application date. All of this was done to make it appear that the signature pages were genuine and created at the time of the applicant's intake.

43. Third, according to CW-1, CW-2 and CW-3, POET employees altered the print dates on printouts from the IDHS website, in order to conceal the fact that the printouts were dated long after the applicant's intake date and to make it appear that POET had confirmed the participant's low-income status at the time of intake. According to CW-1, CW-1 told HART-GLOVER that the dates on these printouts needed to be altered and HART-GLOVER agreed.

44. Fourth, according to CW-1, CW-2 and CW-3, POET employees concealed the dates on printouts from the Selective Service System's website, in order to conceal the fact that the printouts were dated long after the applicant's intake date and to make it appear that POET had confirmed the participant's Selective Service compliance at the time of intake.

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<sup>5</sup> CW-2 did not ultimately use these blank birth certificates to forge birth certificates on August 21, 2010.

45. Fifth, according to CW-1, CW-2, CW-3 and CW-4, POET employees filled out multiple-choice test forms, which were made to appear like the participant's test results from the time of intake.

46. Sixth, according to CW-1, CW-2 and CW-3, POET employees created IEP forms, forged the participant's signature, signed the form as the assigned counselor, and backdated both signatures to the participant's intake date, so that it appeared the IEP forms were genuine and created at the time of the participant's intake.

47. Finally, according to CW-1, CW-2 and CW-3, POET employees forged other documents typically contained in a participant file, including, but not limited to, forms titled "Participant's Rights Under WIA," "Authorization of Release of Information" and affidavits used to confirm eligibility criteria where independent source documentation was not available, in order to make the recreated participant files appear genuine.

48. On or about August 23, 2010, in response to DCEO's letters of October 29, 2009 and July 28, 2010, POET sent a response letter and two boxes to DCEO containing the recreated files and other documentation for Findings 1-5. Although the letter was signed by POET Director B, according to CW-1 and CW-2, HART-GLOVER had overall responsibility for preparing the letter with assistance from several POET employees, including CW-1 and CW-2.<sup>6</sup> Specifically, POET employees prepared sections of the letter,

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<sup>6</sup> During an interview on March 23, 2011, HART-GLOVER told agents that she wrote POET's August 23, 2010 response to DCEO.

which HART-GLOVER incorporated into a combined document.<sup>7</sup> Law enforcement recovered an electronic copy of this letter from HART-GLOVER's hard-drive. In this letter, HART-GLOVER represented as follows:

(a) With respect to Finding 1, HART-GLOVER stated, "[o]ut of the seventy four files in question, fifty six of those participant files have been located and are attached."

(b) With respect to Finding 3(b) (relating to Selective Service compliance), HART-GLOVER stated, "POET staff verified the participant's selective service compliance at the intake site but did not have the capability to print the information from the system."

(c) With respect to Finding 4(c) (relating to low-income eligibility), HART-GLOVER stated, "POET staff verified the participant's low income status at the intake site but did not have the capability to print the information from the system."

49. According to CW-1, CW-2 and CW-4, each of these statements is false.

Specifically, contrary to the statement in paragraph 48(a), POET employees did not "locate" the files POET produced to DCEO on August 23, 2010. POET employees recreated those files by forging, altering and backdating documents, as discussed above. Further, contrary to the statements in paragraphs 48(b) & (c), in general, POET staff did not verify an applicant's compliance with the Selective Service Act or check an applicant's low-income

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<sup>7</sup> In an August 12, 2010 e-mail to several POET staff members, including, but not limited to CW-1, CW-2, CW-4 and POET Employee A, HART-GLOVER wrote: "I need all of the service provider responses submitted to me by no later than next Thursday, August 19<sup>th</sup>. . . . I need the responses by my stated deadline to allow me time to review and merge POET responses."



status at the intake site because POET employees did not have access to computers at those locations. Instead, these checks were generally done after intake.

50. According to DCEO, DCEO relied on the documents provided by POET on August 23, 2010 and the representations set forth in POET's August 23, 2010 letter, and these documents and representations were material to DCEO in determining POET's compliance with the Act and regulations under the Act and in determining whether to reimburse the disallowed costs associated with Findings 1-5 in DCEO's October 29, 2009 letter.

51. According to CW-1, CW-1 complained to HART-GLOVER about having to recreate the files and forge documents, and CW-1 also heard CW-2, CW-3 and POET Employee B complain about having to recreate the files. HART-GLOVER responded with words to the effect of, "We don't have a choice." According to CW-2, CW-2 also complained to HART-GLOVER about having to recreate the files and forge documents, and HART-GLOVER told CW-2 that management would handle it, which CW-2 understood to mean that HART-GLOVER and POET Director A would handle it. According to CW-2, CW-2 also overheard CW-1 complain to HART-GLOVER and HART-GLOVER responded that it had to be done or CW-1 would lose his/her job, which CW-2 understood to mean POET would cease to exist. According to CW-2, CW-2 also complained to POET Director A about having to recreate the missing files. CW-2 told POET Director A that s/he was not comfortable re-creating the files and forging documents. POET Director A asked CW-2 if CW-2 had talked to HART-GLOVER. CW-2 told POET Director A that CW-2 had talked

to HART-GLOVER and that HART-GLOVER told CW-2 it had to be done or CW-2 would lose his/her job. POET Director A responded, “Brendolyn’s right,” and with words to the effect of, “Unless you can find another way, this is what was decided.”

H. The Recreated Files

52. As noted above, POET produced the recreated files to the government during the course of this investigation.

53. CW-1 and CW-2 identified numerous instances of HART-GLOVER’s handwriting on these files. Affiant compared this handwriting to examples of HART-GLOVER’s handwriting from HART-GLOVER’s Cook County personnel file and the writing appears similar.

54. First, each recreated file is in a manilla folder with a cover sheet stapled to the front cover (which served as a checklist of the items needed for the file). As identified by CW-1 and/or CW-2, on multiple cover sheets, HART-GLOVER wrote “change dates” or “change dates/year” next to the entry on the checklist relating to the receipt of public assistance. As noted above, according to CW-1, CW-2 and CW-3, POET employees altered the print date on the IDHS print outs – which were used to confirm an applicant’s receipt of public assistance, as necessary to meet the Act’s low-income requirement – in order to make it appear that the participant’s receipt of public assistance had been confirmed at the time of intake.

55. Second, as identified by CW-1 and/or CW-2, HART-GLOVER: (a) signed multiple applications in the recreated files as the case manager (confirming the

participant's eligibility) and handwrote the applicant's name and the application date on most of the application signature pages; (b) completed multiple IEP forms in the recreated files<sup>8</sup>; and (c) signed multiple "Participant's Rights Under WIA" forms as a purported witness to the applicant's signature.

56. The Director of the Bureau of Vital Statistics, Cook County Clerk's Office ("Bureau of Vital Statistics") reviewed the birth certificates included in the recreated files and identified approximately 31 birth certificates that were not genuine. The Bureau of Vital Statistics' conclusions were based on various irregularities, but the most common irregularity identified was that the registration number on the birth certificate either did not exist or was associated with another individual. Affiant has also reviewed the birth certificates included in these files and observed that multiple birth certificates appear to have been altered, based on multiple irregularities, including the following: (a) the certificates have text with different font sizes and types; (b) multiple certificates have the same certificate number, which is supposed to be a number unique to each certificate; and (c) several applications reflected a mother's name that was not the same as the mother's name listed on the birth certificate.

57. IDHS reviewed the IDHS computer screen printouts included in the recreated files and confirmed that the documents had been altered.

J. HART-GLOVER December 9, 2010 e-mail

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<sup>8</sup> According to CW-1, CW-2 and CW-3, in the ordinary course, IEP forms are generally filled out by the applicant.

58. On December 9, 2010, HART-GLOVER sent an e-mail to numerous POET staff, including, but not limited to, CW-1, CW-2 and CW-3, regarding changes announced as part of the transition plan of newly-elected Cook County Board President Toni Preckwinkle. HART-GLOVER also mentioned that ABC 7 had run a segment the night before that mentioned POET. HART-GLOVER stated: "I hope you see the seriousness of what I have been telling all of you. None of us are safe and it is very important that we learn to work together as a team and stop all the bickering amongst ourselves. We sink and swim together; if one area fall, we all fall."

K. HART-GLOVER Makes Material False Statements to DOL-OIG and FBI During a March 23, 2011 Interview.

59. On March 23, 2011, agents from DOL-OIG and the FBI interviewed HART-GLOVER at her home in Chicago. During the initial part of the interview, in summary, HART-GLOVER told the agents that in the summer of 2009, DCEO had audited POET's "Summer Youth" files. She also said that at one point, DCEO requested all of POET's files. HART-GLOVER said DCEO returned the files to POET in February or March of 2010, and that by the summer of 2010, DCEO sent a letter to POET detailing the findings from its audit. HART-GLOVER said she read the letter and understood there were quite a few issues with the Summer Youth Program. Specifically, HART-GLOVER knew that, according to DCEO, there were 30-40 missing POET summer youth files. HART-GLOVER knew that as a result of DCEO's findings, DCEO was "disallowing" costs.

60. An agent asked HART-GLOVER if she had any knowledge that POET employees falsified documents relating to POET's summer intern program to give to the State. HART-GLOVER replied no.

61. An agent asked HART-GLOVER whether she had any knowledge that some birth certificates were missing from the summer youth files. HART-GLOVER replied no.

62. An agent asked HART-GLOVER if she had any knowledge that birth certificates were being recreated by POET employees. HART-GLOVER replied no.

63. An agent asked HART-GLOVER whether in July of 2010, when POET was responding to the DCEO letter, HART-GLOVER was aware that some Summer Youth files did not have public aid printouts bearing the date of the application. HART-GLOVER said that the staff did not even try to rerun any public aid printouts because POET just argued the point in its August 23, 2010 letter. HART-GLOVER also said she was not aware of anyone fabricating the public aid printouts so that the print date appeared to be the date of the application.

## II. CONCLUSION

64. Based on the above, Affiant respectfully submits that there is probable cause to believe that: Beginning in or about November 2009, and continuing until in or about August 2010, in the Northern District of Illinois, Eastern Division, BRENDOLYN HART-GLOVER, along with others known and unknown, knowingly and willfully falsified, concealed and covered up by trick, scheme and device a material fact within the jurisdiction of the executive branch of the Government of the United States, namely, POET's maintenance of files with documentation supporting the eligibility of certain participants in the 2009 Summer Youth Program; in violation of Title 18, United States Code, Section 1001(a)(1).

FURTHER AFFIANT SAYETH NOT.

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Irene Lindow  
Special Agent, United States Department of Labor, Office of the  
Inspector General

SUBSCRIBED AND SWORN to before me on July 3, 2012.

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YOUNG B. KIM  
United States Magistrate Judge