COMMONWEALTH OF PENNSYLVANIA
COUNTY OF:BUCKS

Magisterial District Number: 07-2-02
MDJ: Hon. MARK D. DOUPLE
Address: 1277 ALMSHOUSE RD.
WARRINGTON, PA 18976

Telephone: (215)343-7961

POLICE CRIMINAL COMPLAINT
COMMONWEALTH OF PENNSYLVANIA
VS.

DEFENDANT: *(NAME and ADDRESS):*

KENNETH	D.	NEELD	JR
First Name	*Middle Name*	*Last Name*	*Gen*

301 Village Drive #267
King of Prussia, PA 19406

NCIC Extradition Code Type

- ☐ 1-Felony Full
- ☐ 2-Felony Limited
- ☒ 3-Felony Surrounding States
- ☐ 4-Felony No Extradition
- ☐ 5-Felony Pending Extradition
- ☐ 6-Felony Pending Extradition Determ.
- ☐ A-Misdemeanor Full
- ☐ B-Misdemeanor Limited
- ☐ C-Misdemeanor Surrounding States
- ☐ D-Misdemeanor No Extradition
- ☐ E-Misdemeanor Pending Extradition
- ☐ F-Misdemeanor Pending Extradition
- ☐ Distance: _____

DEFENDANT IDENTIFICATION INFORMATION

Docket Number	Date Filed	OTN/LiveScan Number	Complaint/Incident Number	Request Lab Services?
CR-43-21	3/4/21	X 381332-0	IF-2019-0158	☐ YES ☐ NO

GENDER	DOB 04/03/1973	POB	Add'l DOB / /	Co-Defendant(s) ☐
☒ Male	First Name	Middle Name	Last Name	Gen.
☐ Female	AKA			

RACE: ☒ White ☐ Asian ☐ Black ☐ Native American ☐ Unknown

ETHNICITY: ☐ Hispanic ☐ Non-Hispanic ☐ Unknown

Hair Color: ☐ GRY (Gray) ☐ RED (Red/Aubn.) ☐ SDY (Sandy) ☐ BLU (Blue) ☐ PLE (Purple) ☐ BRO (Brown) ☒ BLK (Black) ☐ ONG (Orange) ☐ WHI (White) ☐ XXX (Unk./Bald) ☐ GRN (Green) ☐ PNK (Pink) ☐ BLN (Blonde / Strawberry)

Eye Color: ☐ BLK (Black) ☐ BLU (Blue) ☐ BRO (Brown) ☐ GRN (Green) ☐ GRY (Gray) ☒ HAZ (Hazel) ☐ MAR (Maroon) ☐ PNK (Pink) ☐ MUL (Multicolored) ☐ XXX (Unknown)

DNA	☐ YES ☐ NO	DNA Location	WEIGHT (lbs.)
FBI Number		MNU Number	
Defendant Fingerprinted	☐ YES ☐ NO		Ft. HEIGHT In.
Fingerprint Classification:			

DEFENDANT VEHICLE INFORMATION

Plate #	State	Haz mat	Registration Sticker (MM/YY) /	Comm'l Veh. Ind. ☐	School Veh. ☐	Oth. NCIC Veh. Code	Reg. same as Def.
		☐					☐

VIN	Year	Make	Model	Style	Color

Office of the attorney for the Commonwealth ☐ Approved ☐ Disapproved because: _____

(The attorney for the Commonwealth may require that the complaint, arrest warrant affidavit, or both be approved by the attorney for the Commonwealth prior to filing. See Pa.R.Crim.P. 507).

M. Eric Schoenberg
(Name of the attorney for the Commonwealth)

(Signature of the attorney for the Commonwealth)

2/24/21
(Date)

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DISTRICT COURT
07-2-02

I, SA RACHEL A. STORY
(Name of the Affiant)

583
(PSP/MPOETC -Assigned Affiant ID Number & Badge #)

of Pennsylvania Office of Attorney General
(Identify Department or Agency Represented and Political Subdivision)

PA0222400
(Police Agency ORI Number)

do hereby state: (check appropriate box)

1. ☒ I accuse the above named defendant who lives at the address set forth above
   ☐ I accuse the defendant whose name is unknown to me but who is described as _____

   ☐ I accuse the defendant whose name and popular designation or nickname are unknown to me and whom I have therefore designated as John Doe or Jane Doe

with violating the penal laws of the Commonwealth of Pennsylvania at [9] (Subdivision Code) 432 Maple Ave. Doylestown, Pa (Place-Political Subdivision) 18901

in BUCKS County [403] (County Code) on or about MARCH 9, 2016 AND CONTINUOUSLY UNTIL ON OR ABOUT 12/10/2020.

POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTN/LiveScan Number	Complaint/Incident Number
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Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

The acts committed by the accused are described below with each Act of Assembly or statute allegedly violated, if appropriate. When there is more than one offense, each offense should be numbered chronologically.
(Set forth a *brief* summary of the facts sufficient to advise the defendant of the nature of the offense(s) charged. A citation to the statute(s) allegedly violated, without more, is not sufficient. In a summary case, you must cite the specific section(s) and subsection(s) of the statute(s) or ordinance(s) allegedly violated. The age of the victim at the time of the offense may be included if known. In addition, social security numbers and financial information (e.g. PINs) should not be listed. If the identity of an account must be established, list only the last four digits. 204 PA.Code §§ 213.1 – 213.7.)

Inchoate Offense	☐ Attempt *18 901 A*	☐ Solicitation *18 902 A*	☐ Conspiracy *18 903*	Number of Victims Age 60 or Older _____

Lead?	Offense #	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☒	1	911	(b)(3)	of the	18	1	F1		

PennDOT Data (if applicable)	Accident Number: _____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **CORRUPT ORGANIZATIONS**

Acts of the accused associated with this Offense: The defendant, being employed by or associated with an enterprise, did conduct or participate, directly or indirectly, in the conduct of the enterprise's affairs through a pattern of racketeering activity as defined in 18 Pa.C.S.A. §911(h), to wit: defendant, being employed by or associated with Neeld Family Funeral and / or Continuum Consulting Group, did conduct or participate in the affairs of one or both of those enterprises through a pattern of racketeering activity consisting of: Multiple acts of Theft, Insurance Fraud, and Dealing in Proceeds of Unlawful Activity."

Inchoate Offense	☐ Attempt *18 901 A*	☐ Solicitation *18 902 A*	☐ Conspiracy *18 903*	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	2	3921	(a)	of the	18	1	F2		

PennDOT Data (if applicable)	Accident Number: _____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **THEFT BY UNLAWFUL TAKING**

Acts of the accused associated with this Offense: The defendant unlawfully took, or exercised unlawful control over, movable property of another with intent to deprive him thereof, to wit: defendant exercised unlawful control over funds belonging to Keith Jerome or the Estate of Keith Jerome with the intent to deprive Jerome or his Estate of those funds and did thereby obtain in excess of $100,000.00.

Inchoate Offense	☐ Attempt *18 901 A*	☐ Solicitation *18 902 A*	☐ Conspiracy *18 903*	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	3	3922	(a)	of the	18	1	F3		

PennDOT Data (if applicable)	Accident Number: _____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **THEFT BY DECEPTION**

Acts of the accused associated with this Offense: The defendant did intentionally obtain or withhold the property of another by intentionally creating or reinforcing a false impression, preventing another from acquiring information which would affect his judgment of a transaction, or failing to correct a false impression which the defendant had previously created or reinforced or which he knew to be influencing another to whom he stood in a fiduciary or confidential relationship; to wit: defendant obtained in excess of $2,000.00 in insurance policy benefits from each of Unity Financial Life Insurance Company and Integrity Life Insurance Company by way of various deceptions regarding policies sold by each company.

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Docket Number:	Date Filed:	OTN/LiveScan Number	Complaint/Incident Number
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Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

☐ Lead?	4 Offense#	3927 Section	(a) Subsection	of the	18 PA Statute (Title)	1 Counts	F3 Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number _____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **THEFT BY FAILURE TO MAKE A REQUIRED DISPOSITION**

Acts of the accused associated with this Offense: The defendant having obtained property upon agreement, or subject to a known legal obligation to make specified payments or other disposition, intentionally dealt with the property obtained as his own and failed to make one or more required payments or dispositions, to wit: defendant obtained in excess of $2,000.00 from Keith Jerome or Jerome's Estate subject to the known legal obligation to transmit those funds for specific purposes, but deliberately failed to do so and did treat such funds as his own.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

☐ Lead?	5 Offense#	4101 Section	(a) Subsection	of the	18 PA Statute (Title)	1 Counts	F3 Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number _____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **FORGERY**

Acts of the accused associated with this Offense: The defendant, with the intent to defraud or injure another, or with knowledge that he was facilitating a fraud, did alter a writing of another without his authority, did make, complete, execute, authenticate, issue or transfer a writing so that it purported to be the act of another who did not authorize that act, or to have been executed at a time or place other than was in fact the case, or to be a copy of an original when no such original existed, or did utter a writing knowing it to be forged in the manner specified above, to wit: the defendant knowingly provided a forged contract, which purported to be a contract between Keith Jerome and Continuum Consulting Group, in order to facilitate his fraudulent claim Keith Jerome and / or Jerome's Estate owed him $50,000.00.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

☐ Lead?	6 Offense#	4113 Section	(a) Subsection	of the	18 PA Statute (Title)	1 Counts	M2 Grade	NCIC Offense Code	UCR/NIBRS Code

PennDOT Data (if applicable)	Accident Number _____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **MISAPPLICATION OF ENTRUSTED PROPERTY**

Acts of the accused associated with this Offense: The defendant applied or disposed of property that had been entrusted to him as a fiduciary in a manner which he knew was unlawful and involved substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted, to wit: in his capacity as a fiduciary, defendant obtained in excess of $50 that was the property of Keith Jerome or Jerome's Estate and did then apply or dispose of said property in a manner which he knew to be unlawful and involving substantial risk of loss or detriment to the owner of the property or to a person for whose benefit the property was entrusted.

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Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	7	4117	(a)(2)	of the	18	1	F3		

PennDOT Data (if applicable)	Accident Number	_____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **INSURANCE FRAUD**

Acts of the accused associated with this Offense: The defendant did, knowingly and with the intent to defraud an insurer, present or cause to be presented to an insurer a statement forming a part of, or in support of, a claim which contained false, incomplete, or misleading information concerning a fact or thing material to the claim; to wit, the defendant did make materially false, incomplete, or misleading statements or did cause such statements to be made to Integrity Life Insurance Company and Unity Financial Life Insurance Company in support of claims on policies sold by each such company to Keith Jerome.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	8	4903	(a)(2)	of the	18	1	M2		

PennDOT Data (if applicable)	Accident Number	_____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **FALSE SWEARING**

Acts of the accused associated with this Offense: Intending to mislead a public servant in performing his official function, the defendant made a false statement under oath or equivalent affirmation when he did not believe the statement to be true, to wit: defendant knowingly signed and filed an inheritance tax return for the Estate of Keith Jerome that contained false information, while nevertheless stating that, "under penalties of perjury," the information in said return was "true, correct and complete."

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	9	5111	(a)	of the	18	1	F1		

PennDOT Data (if applicable)	Accident Number	_____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **DEALING IN PROCEEDS OF UNLAWFUL ACTIVITY**

Acts of the accused associated with this Offense: The defendant conducted one or more financial transactions and did so 1) with the knowledge that the funds involved represented the proceeds of unlawful activity and with either the intent to promote the carrying on of the unlawful activity or with the intent to design one or more of those transactions in whole or in part to conceal or disguise the nature, source, ownership or control of the proceeds of unlawful activity; or 2) to avoid a transaction reporting requirement under State or Federal law, to wit: defendant did engage in one or more financial transactions with funds obtained from Keith Jerome or the Estate of Keith Jerome knowing that such funds were obtained by way of his own unlawful activity and he did so in a manner to promote and facilitate such unlawful activity, to conceal and disguise the nature, source, ownership or control of such funds, and to avoid transaction reporting requirements under State or Federal law.

POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTN/LiveScan Number	Complaint/Incident Number
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Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	10	7512	(a)	of the	18	1	F3		

PennDOT Data (if applicable)	Accident Number	_____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **CRIMINAL USE OF COMMUNICATION FACILITY**

Acts of the accused associated with this Offense: The defendant used a communication facility to commit, cause, or facilitate the commission or the attempt thereof of crimes defined as felonies under Title 18 Pa.C.S.A., to wit: defendant used a communication facility to contact Integrity Life Insurance Company and / or Unity Financial Life Insurance Company in order to commit, cause, or facilitate his commission of one or more of the following crimes: Corrupt Organization, Theft by Deception, Insurance Fraud, and Dealing in Proceeds of Unlawful Activity.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	11	7611	(a)(1)	of the	9218	1	F3		

PennDOT Data (if applicable)	Accident Number	_____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **UNLAWFUL USE OF COMPUTER**

Acts of the accused associated with this Offense: The defendant accessed a computer, computer system, computer network, computer software, computer program, computer database, World Wide Web site or telecommunication device or any part thereof with the intent to devise or execute a scheme to defraud or deceive or control property by means of false or fraudulent pretenses, representations or promises, to wit: defendant used a computer to transfer funds out of bank accounts in the name of Keith Jerome and the Estate of Keith Jerome in order to execute his scheme to steal those funds.

Inchoate Offense	☐ Attempt 18 901 A	☐ Solicitation 18 902 A	☐ Conspiracy 18 903	Number of Victims Age 60 or Older _____

Lead?	Offense#	Section	Subsection		PA Statute (Title)	Counts	Grade	NCIC Offense Code	UCR/NIBRS Code
☐	12	9153	(c)	of the	72	1	M3		

PennDOT Data (if applicable)	Accident Number	_____	☐ Interstate	☐ Safety Zone	☐ Work Zone

Statute Description (include the name of statute or ordinance): **MAKING A FALSE INHERITANCE RETURN**

Acts of the accused associated with this Offense: The defendant willfully made a false return or report required of him under the provisions of Article XXI of the Tax Reform Code of 1971 (Title 72 P.S., Chapter 5), to wit: defendant willfully made or caused false entries to be made on an inheritance tax return for the Estate of Keith Jerome.

POLICE CRIMINAL COMPLAINT

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Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

2. I ask that a warrant of arrest or a summons be issued and that the defendant be required to answer the charges I have made.

3. I verify that the facts set forth in this complaint are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of Section 4904 of the Crimes Code (18 Pa.C.S. § 4904) relating to unsworn falsification to authorities.

4. This complaint consists of the preceding page(s) numbered 1 through __.

5. I certify that this filing complies with the provisions of the *Case Records Public Access Policy of the Unified Judicial System of Pennsylvania* that require filing confidential information and documents differently that non-confidential information and documents.

The acts committed by the accused, as listed and hereafter, were against the peace and dignity of the Commonwealth of Pennsylvania and were contrary to the Act(s) of the Assembly, or in violation of the statutes cited.
(Before a warrant of arrest can be issued, an affidavit of probable cause must be completed, sworn to before the issuing authority, and attached.)

SA Rachel Story
(Signature of Affiant)

(Date) (Year)

AND NOW, on this date 3/4/2021 I certify that the complaint has been properly completed and verified.

An affidavit of probable cause must be completed before a warrant can be issued.

07-2-02
(Magisterial District Court Number)

(Issuing Authority)

Commonwealth of Pennsylvania County of Bucks SEAL Magisterial District Judge 07-2-02

POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTN/LiveScan Number	Complaint/Incident Number
CR-4321	3/4/21	X 381332-0	IF-2019-0158

Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

AFFIDAVIT of PROBABLE CAUSE

A) Your Affiant is Rachel Story, Special Agent with the Pennsylvania Office of Attorney General, Bureau of Criminal Investigation, Insurance Fraud Section. Your Affiant has over 2 years of law enforcement / criminal investigative experience and, being duly sworn according to law, deposes and says:

I. INTRODUCTION

B) On May 29, 2019, The Office of Attorney General, Insurance Fraud Section received an insurance fraud referral from Compliance Specialist Amy Brech of Integrity Life Insurance Company, alleging that Kenneth D. Neeld, Jr., of Malvern, Chester County, had illegally withdrawn funds from an Integrity Life annuity policy purchased for Keith Jerome of Doylestown, Bucks County.

As described below, your Affiant's investigation of Integrity's referral confirmed Brech's allegations and also led to the discovery that Neeld had committed numerous additional crimes, mostly in connection with his access to and control of Keith Jerome's funds and, after Jerome's death, funds belonging to Jerome's Estate.

Most notably, your Affiant's investigation determined that Neeld stole $257,916.61, primarily by taking it directly from Jerome and Jerome's Estate, all to the detriment of the three charities that Jerome had named as the sole beneficiaries of his Will.

Your Affiant also learned, among other things, that Neeld knowingly made false statements to Unity Financial Life Insurance Company in connection with his claim for benefits under a Unity policy, that Neeld forged a document in order to contrive a claim that the Jerome Estate owed $50,000 to one of Neeld's businesses, and that, in an effort to conceal his thefts, Neeld, in his capacity as Executor of that Estate, knowingly filed an Inheritance Tax Return that contained numerous falsehoods.

Based on your Affiant's investigation of these and Neeld's other activities, your Affiant concludes that there is probable cause to believe that Neeld committed the crimes of Corrupt Organization, Theft by Unlawful Taking, Theft by Deception, Theft by Failure to Make a Required Disposition, Misapplication of Entrusted Property, Forgery, Insurance Fraud, False Swearing, Dealing in Proceeds of Unlawful Activities, Criminal Use of Communication Facility, Unlawful Use of Computer, and Making a False Inheritance Return.

II. OVERVIEW OF INVESTIGATION

C) In connection with its referral, Integrity Life Insurance Company provided the Office of the Attorney General with its file notes and supporting documents related to the application for, the administration of, and the commutation of an annuity policy in the name of Keith Jerome. Among these documents were:

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a. The annuity application itself and a change in beneficiary form;

b. A Power of Attorney designation executed by Keith Jerome;

c. The Death Certificate for Keith Jerome;

d. Correspondence between Kenneth Neeld and Integrity;

e. Recordings of telephone conversations in August of 2016, May of 2017, and June of 2017 between Neeld and Integrity representatives.

D) In connection with the investigation of the Integrity referral and the subsequent broader investigation that resulted from that referral, your Affiant obtained and reviewed numerous other documents:

a. From the Bucks County Register of Wills, your Affiant obtained numerous documents related to the Estate of Keith Jerome, including:

i. The signed Will of Keith Jerome;

ii. The Estate Inheritance Tax Return for the Estate of Keith Jerome;

iii. Correspondence between the Register of Wills and Kenneth Neeld.

b. From elder-care facility Golden Living Center, your Affiant obtained Golden Living's documentation related to Keith Jerome's residency at their facility located in Doylestown, Bucks County, including paperwork pertaining to Jerome's health and medical treatment, his personal information, his financial status, and the status of his accounts at Golden Living. The documents were provided by Golden Living Center's corporate headquarters, located in Ft. Smith, Arkansas.

c. From Cross Keys Abstract & Assurances, Inc., your Affiant obtained documents related to the May of 2016 sale and closing on Jerome's house.

d. From Citizens Bank, your Affiant obtained bank records (including monthly account statements, deposited checks, written checks, bank checks, withdrawal slips, account applications, signature cards and other documents), related to the following accounts in the name of Keith Jerome at Citizens:

i. Account #XXXXXX1207 (monthly statements from December 22, 2015, through April 21, 2016);

ii. Account #XXXXXX1189 (monthly statements from December 16, 2015, through April 17, 2017);

iii. Account #XXXXXX5151 (monthly statements from January 1, 2016, through June 30, 2016);

iv. Account #XXXXXX7612 (monthly statements from December 24, 2015, through March 23, 2016).

e. From Citadel Credit Union, your Affiant obtained bank records (including monthly account statements, deposited checks, written checks, bank checks, withdrawal slips, account applications, signature cards and other documents), related to each of the following:

i. Account #XXXXXX2075, in the name of Keith Jerome (monthly statements from May 16, 2016 through December 31, 2018);

ii. Account #XXXXXX7698, in the name of the Estate of Keith L. Jerome (monthly statements from August 1, 2017 through November 30, 2020).

f. Also from Citadel Credit Union, your Affiant obtained bank records (including monthly account statements, deposited checks, written checks, bank checks, withdrawal slips, account applications, signature cards and other documents), related to each of the following:

i. Account #XXX579 in the name of Continuum Consulting Group, LLC (monthly statements from January 1, 2015, through May 31, 2020);

ii. Account #XXX125 in the name of Kenneth D. Neeld, Jr. (monthly statements from January 1, 2015, through May 31, 2020);

iii. Account #XXX071 in the name of Continuum Consulting DBA American Memorial Group (monthly statements from January 1, 2015, through May 31, 2020);

iv. Account #XXX590) in the name of Neeld Family Funeral Care; (monthly statements from January 1, 2015, through May 31, 2020); and monthly credit card statements under the same account number (from March 1, 2017, through June 31, 2020.)

v. Account #XXXXXXX492 in the name of Continuum Consulting Group (monthly statements from December 20, 2016, through May 31, 2020).

g. From Ivy Hill Cemetery & Crematory, 1201 Easton Road, Philadelphia, PA, your Affiant received documents related to the cremation of Keith Jerome.

h. From Unity Financial Life Insurance Company, Cincinnati, OH, your Affiant received Unity's file notes and supporting documents related to the application for, the issuance of, and a claim made on a funeral-expense insurance policy insuring the life of Keith Jerome.

i. From PennDOT, your Affiant received documents related to the titles and registrations of cars that Keith Jerome and Kenneth Neeld (personally or through his businesses) owned.

j. From Eileen R. Evans, CPA, LLC, 1118 Phoenixville Pike, West Chester, PA 19380, your Affiant received documents related to her preparation of several years of previously unfiled tax returns for Keith Jerome, her preparation of the Inheritance Tax Return for the Estate of Keith Jerome, and her preparation of tax returns for Kenneth Neeld, Neeld Family Funeral Care, and Continuum Consulting. Included in these were documents that Neeld provided to Evans about the financial status of Keith Jerome and the Jerome Estate, communications from Neeld, and Evans's notes of her discussions with Neeld. Your Affiant also interviewed Evans.

k. From Lisa Purcell, S&L Financial Care LLC, 16 Chelten Road, Havertown, PA, your Affiant obtained documents related to bookkeeping and other professional services that Kenneth Neeld hired her to perform on behalf of Keith Jerome, the Estate of Keith Jerome, and Neeld's businesses. Your Affiant also interviewed Purcell.

l. From insurance agent Caroline Andresen, 221 Pugh Road, Wayne, PA, your Affiant obtained documents related to the sale of the Integrity annuity in the name of Keith Jerome, and numerous documents, including emails between Andresen and Neeld, and miscellaneous documents and other correspondence. Your Affiant also interviewed Andresen.

m. From Matt Gies, 201 North Bradford Avenue, West Chester, PA, who is a former business associate of Neeld and the former principal of businesses called Rent-A-Grandson and The Gies Group, LLC, your

Affiant obtained documents related to his business dealings with Neeld and, specifically, services that Neeld hired him to perform on behalf of Keith Jerome. Your Affiant also interviewed Gies.

n. From the three beneficiaries listed in Jerome's Will (Amigos de Jesus, Zawadi Fund International and Coatesville Area Senior Center), your Affiant received documents reporting donations made to each of those organization by Kenneth Neeld (or his businesses) and Keith Jerome. Your Affiant has also interviewed representatives of each organization regarding the dates and amounts of such donations, if any.

o. In addition to the documents specified above, your Affiant also received numerous additional documents from other persons and entities as referenced elsewhere in this Affidavit.

E) In addition to the persons identified above, your Affiant also interviewed employees and other representatives of the banks, businesses, and other entities referenced throughout this affidavit.

III. BACKGROUND

F) Based on the analysis of documents obtained during this investigation and interviews with witnesses, your Affiant has learned the following:

a. Kenneth D. Neeld, Jr. was born in 1973. At all relevant times, he lived in Malvern, Chester County, was a licensed funeral director, and was the owner of Neeld Family Funeral Care, which lists several locations in Chester and Delaware Counties for providing funeral services. H was also a licensed insurance agent and the principal of a Chester County consulting firm called Continuum Consulting Group, which purported to assist elderly clients in matters such as financial planning, health-care management, and funeral and estate planning.

b. Keith Jerome was born in 1932. Jerome was never married, never had children, and, at all relevant times, was without any living family members. Jerome owned a house at 1043 Ferry Road, Doylestown, Bucks County, and lived there before September 1, 2011, when he moved into an elder-care facility called Golden Living Center, located at 432 Maple Avenue, Doylestown, Bucks County.

c. As of early 2016, Jerome had been fighting diabetes, cancer, and other ailments for several years and his health was declining rapidly. Neeld was aware of Jerome's condition at this time.

d. On March 9, 2016, Jerome signed a standard-form Power of Attorney (POA) form giving Neeld authority to act as his agent with respect to his finances and, specifically, to disburse Jerome's funds "for me and on my behalf."

Your Affiant notes that, although such Power of Attorney authorizations provide significant discretion to the agent (in this case, Neeld) to manage the principal's (Jerome's) finances, they are subject to several important statutory limitations: The agent's authority must always be exercised "in the principal's best interest" and in "good faith." The agent must act "loyally for the principal's benefit." Significantly, the agent must also attempt, generally speaking, to preserve the principal's estate plan. 20 Pa.C.S. §5601.3. Furthermore, the authority of the agent to exercise his authority ends automatically and immediately upon his learning of the principal's death. 20 Pa.C.S. §5605.

e. At the time that Jerome granted the POA to Neeld, his only assets in hand were his house in Doylestown, personal property at his house and at Golden Living, two cars (a Volvo and a Hyundai), and the above-referenced accounts at Citizens Bank.

f. On April 4, 2016, Jerome signed a Will naming Neeld as the Executor of his Estate. Jerome did not, however, designate Neeld as a beneficiary entitled to receive any assets of his Estate, but instead directed that the entire residue of the Estate -- the amount left over after all of Jerome's debts and the costs of administering his Estate had been paid -- was to be distributed to the following three charities in the indicated proportions:

i. Amigos de Jesus, 126 Woodland Ave. Malvern, PA (50%)
ii. Zawadi Fund International, 571 Foxwood Lane Paoli, PA (25%)
iii. Coatesville Area Senior Center, 22 N. 5th Street Coatesville, PA (25%).

Through this investigation, including interviews with representatives of each organization, your Affiant has learned that Amigos de Jesus and Zawadi Fund International provide aid to impoverished children in Honduras and Africa, respectively, and, as the name suggests, the Coatesville Area Senior Center provides services to the elderly.

g. Neeld was aware of Jerome's designation of these three charities as the sole beneficiaries of the Will in that he arranged for an attorney's preparation of the Will and took it to Jerome for his signature. Neeld also provided a copy of the Will to Integrity in order to document that Jerome had named the same three beneficiaries in that document as Neeld ultimately named to be the beneficiaries of Jerome's annuity policy.

h. By April 7, 2016, Jerome's health had deteriorated to the point that his doctor concluded that Jerome had no more than 6 months to live. According to records from Golden Living, Neeld was made aware of Jerome's deteriorating health and, specifically, his placement into hospice care that day. Neeld was updated on Jerome's health status throughout his treatment in hospice.

i. During the spring of 2016, Neeld, as POA, effected the sale of Jerome's house at 1043 Ferry Road in Doylestown. On May 10, 2016, the sale was completed at a closing conducted by Cross Keys Abstract and Assurance, Inc.

j. On May 16, 2016, Neeld, as POA, applied for and obtained a Citadel Credit Union account, #XXXXXX2075, listing Keith Jerome as the account owner ("Jerome Citadel account"), but also listing himself as an "additional applicant," with signing authority on the account. Both a checking and a saving account were maintained under this one account number.

Neeld opened the account with the deposit of a check from Cross Keys Abstract and Assurance made payable to Keith Jerome in the amount of $234,394.48. This check represented the net proceeds from the sale of Jerome's house.

Significantly, Neeld also maintained his personal and business accounts at Citadel, enabling him – as eventually occurred and as detailed below -- to easily transfer funds online from Jerome's accounts there to his own personal and business accounts.

k. In March of 2016, Neeld, as POA, consolidated all of the funds in Jerome's other Citizens accounts into his Citizens Account #XXXXXX1189.

l. On May 25, 2016, Neeld used $75,000 from the Jerome Citadel account, #XXXXXX2075, to open a Certificate of Deposit that was held within that account.

m. Keith Jerome died on September 7, 2016. In his capacity as a funeral director, Neeld arranged for Jerome's body to be cremated the next day, September 8, 2016, at Ivy Hill Cemetery and Crematory in Philadelphia.

n. On April 18, 2017, Neeld, as POA, closed out Jerome's Citizens Account #XXXXXX1189, and deposited the balance of funds from that account into the Jerome Citadel account, #XXXXXX2075.

o. On August 1, 2017, Neeld, as Executor of the Jerome Estate, applied for and obtained a Citadel Credit Union account, #XXXXXX7698, in the name of the Estate of Keith L. Jerome ("Estate of Jerome Citadel account). In order to fund this new account, Neeld transferred $89,652.60 into it from the Jerome Citadel account, XXXXX2075.

p. On December 7, 2018, Neeld closed out the Jerome Citadel account #XXXXXXX2075, including the remaining balance of the Certificate of Deposit, by obtaining a bank check issued to himself.

q. Neeld hired CPA Eileen Evans to prepare several years' worth of unfiled tax returns for Keith Jerome, the Inheritance Tax Return for the Estate of Keith Jerome, Neeld's personal tax returns, and tax returns for Neeld Family Funeral Care and Continuum Consulting. In preparing the returns for Jerome and his Estate, Evans relied entirely on Neeld to identify all assets, debts, and administrative expenses of the Estate and to explain all disbursements that he, Neeld, made on behalf of Jerome and the Estate.

When your Affiant interviewed Evans, she confirmed that she specifically asked Neeld if he was claiming any Executor fees on the Jerome Estate Tax Return and he replied that he was not.

r. On June 11, 2019, Neeld filed the Jerome Estate Inheritance Tax Return with the Bucks County Register of Wills. Neeld signed the return as Executor and included with the return a check, drawn on the Estate of Jerome Citadel account, Account #XXXXXX7698, in the amount of $12,305.31 as payment of the taxes and interest that the Estate owed.

s. No person other than Keith Jerome and Kenneth Neeld has had signing authority for any of the Jerome accounts at Citizens or Citadel.

t. No person other than Kenneth Neeld has had signing authority for the Estate of Jerome Citadel account, #XXXXXX7698.

u. At all relevant times, all funds deposited into the Jerome Citizens accounts, the Jerome Citadel account, #XXXXXX2075, and the Estate of Jerome Citadel account, #XXXXXX7698, belonged exclusively to Keith Jerome or, after his death, his Estate.

The only exceptions to this were a single deposit of $35,208.14 on June 2, 2017, and monthly deposits after Jerome's death up to November 27, 2018, all electronically transferred into the Jerome Citadel account, #XXXXXX2075, from Integrity Life Insurance in connection with an annuity that Neeld purchased for

Jerome. As described below, Integrity erroneously transferred those funds into that account instead of distributing them directly to Amigos de Jesus, Zawadi Fund International, and the Coatesville Area Senior Center.

IV. OBTAINING CONTROL OF FUNDS THAT INTEGRITY OWED TO 3 CHARITIES

G) From the documents that Integrity Life Insurance provided and from your Affiant's interview of Amy Brech and several other witnesses in connection with Integrity's referral, your Affiant has learned the following:

a. On May 25, 2016, Neeld, as POA for Keith Jerome, completed and submitted an application to Integrity for a 10-year, $50,000.00 annuity life insurance policy with Jerome as the sole owner and sole "annuitant," i.e., the person designated to receive all annuity payments.

i. On the application for the annuity, Neeld, on behalf of Jerome, checked the box for "yes" in response to the statement: "After making this annuity purchase, I have adequate liquid income to cover my living expenses including medical expenses – current and anticipated – for at least the duration of the contract's surrender charge period(s). I am aware that withdrawals from this annuity contract are subject to limitations and potential charges."

ii. When asked on the "Suitability" portion of the application to identify the "Financial Objectives & Intended Use of this Annuity Contract," Neeld answered "Estate Planning, Immediate Income, and Pass Assets to Beneficiaries/Wealth Transfer"

iii. Neeld also indicated that the sole beneficiary of Jerome's annuity policy would be Amigos de Jesus, 126 Woodland Ave. Malvern, PA 19355, which, the application explicitly stated, was to "[r]eceive[] payments if annuitant(s) dies" and would "become[] owner at the death of the last owner."

b. Pursuant to the application, Integrity issued annuity policy #XXXXXX2262. Neeld, as POA, paid for the annuity policy by way of a check in the amount of $50,000 drawn on the Jerome Citadel Account, #XXXXXX2075.

Consistent with the policy application that Neeld completed and submitted, Jerome was the sole owner of the policy and all benefits were to be paid out to him while he was still alive. However, upon his death, all of his rights in the annuity policy would pass automatically and immediately to the beneficiary(ies) with, most significantly, all payments to be made directly to the beneficiary(ies) without passing through Jerome's Estate.

Neeld was <u>not</u> designated as a beneficiary entitled to receive any funds from the annuity policy upon Jerome's death and he had no personal rights or interests in it, either before or after Jerome's death.

c. The terms of the annuity policy, called for Integrity to pay Jerome $443.91 per month and, as requested by Neeld in the application for this annuity policy, to make all such payments by way of direct deposit to the Jerome Citadel account, #XXXXXX2075.

d. On June 29, 2016, Neeld completed and faxed to Integrity an updated beneficiary designation, adding 2 other beneficiaries on his Will. After this change, ownership of Jerome's annuity policy would, upon his death, immediately and automatically pass to the following three charities in the indicated proportions:

i. Amigos de Jesus, 126 Woodland Avenue, Malvern (50%)
ii. Zawadi Fund International, 571 Foxwood Lane, Paoli (25%)
iii. Coatesville Area Senior Center, 22 N. 5th Street, Coatesville (25%).

As the previous beneficiary form had indicated, this updated form also stated that the beneficiaries "[r]eceive[] payments if annuitant(s) dies" and "become[] owner at the death of the last owner."

e. On August 31, 2016, Neeld contacted Integrity on the phone and spoke with an Integrity representative on a recorded line. Neeld told the Integrity representative that he had Power of Attorney for Jerome and that he was requesting to cancel or surrender Jerome's annuity policy and have all of the cash returned. The Integrity representative told Neeld that the policy could not be cancelled because Integrity had already begun to make payments.

Neeld then asked, "What percentage am I able to take out right now? Here's the situation. There's been a significant change and two unforeseen estate issues have occurred. They were not knowable before. I need to maximize our cash position right now. How do I do that with this product?"

The representative told Neeld that he could "commute" the policy, meaning that he could withdraw "a percentage" of the funds from the policy. Neeld told the representative that he wanted to withdraw the maximum allowable amount and the representative told him that the company would send him the necessary form to do so.

Shortly after that call, the representative from Integrity called Neeld back on a recorded line to explain that the information that she had previously provided about commutating the policy was incorrect and that he would be unable to commute the policy during the first year after it was issued.

f. On May 17, 2017, Neeld again called Integrity and spoke with a company representative on a recorded line. Neeld asked about the process of commuting the annuity policy and the Integrity representative told him that he could not commute the policy until the policy had been in effect for one full year and that, since it had not yet been a full year, the representative could not even determine the specific amount that he would be allowed to withdraw. The representative advised Neeld to call back once a full year had passed.

Notably, Neeld failed to mention at any time during this call that Jerome had died over 8 months earlier. He also failed to mention, by name or generically, any of the beneficiaries or reference the fact that the beneficiaries were collectively the sole owners of the annuity policy, with all the rights in it that Jerome had when he was still alive.

g. On May 30, 2017, Neeld and a representative from Integrity again spoke on a recorded telephone line, with Neeld immediately asking to start the process to commute the policy. Even though Jerome's death in September of 2016 had extinguished his authority as POA, Neeld informed the Integrity representative that "I am Power of Attorney" and provided Jerome's date of birth – but again failed to mention his death. The Integrity representative informed Neeld that the most that he could withdraw was $35,208.14 and Neeld replied, "We would opt for that amount," implying that Jerome was involved in the decision. The Integrity

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representative also informed Neeld that, if he withdrew that amount, Integrity's monthly payments would be reduced and that no additional withdrawals would be allowed. Neeld then asked if he could shorten the term of the policy, but the Integrity representative told him that he could not do so. Neeld then requested that the commutation paperwork be faxed to him and the Integrity representative did so.

As he had done before, Neeld failed to mention at any time during this call that Jerome had died almost 9 months earlier. Similarly, he again failed to reference any of the beneficiaries or their ownership or interest in the annuity policy and he never asked Integrity about having any payments made to them.

h. On May 30, 2017, Neeld, indicating that he was acting as POA for Jerome, signed the form to commute the annuity policy, directing Integrity to not withhold federal or state income taxes, and further directing Integrity to deposit the commuted funds into the same account where the monthly payments had been made, i.e., the Jerome Citadel account. Again, Neeld failed to mention Jerome's death, any of the beneficiaries, or the beneficiaries' ownership of the annuity.

i. On June 1, 2017, Neeld called Integrity on a recorded telephone line, seeking to confirm that Integrity had received the commutation forms that he had sent in. When the Integrity representative asked him to confirm that "You are the Power of Attorney for the client?" Neeld replied, "Correct." Neeld again failed to mention Jerome's death, any of the beneficiaries, or the beneficiaries' ownership of the annuity.

j. On June 2, 2017, Integrity electronically transferred the lump-sum commutation payment of $35,208.14 to the Jerome Citadel account, #XXXXXX2075.

k. Unaware that Jerome had died, Integrity continued to make monthly electronic transfers to that same account, but in the reduced amount of $44.54. Integrity made the last such monthly payment in November of 2018.

l. On December 3, 2018, Integrity accessed a Social Security database and learned that Keith Jerome had died on September 7, 2016; as a result, it immediately stopped making monthly payments to the Jerome Citadel account.

m. On June 12, 2019, Integrity mailed a letter to Neeld at his home in Malvern. In it, Integrity informed Neeld that the company had learned of Jerome's death on September 7, 2016, and noted that Neeld had nevertheless represented himself as POA in order to withdraw $35,208.14 from Jerome's annuity policy. Integrity specifically noted that, as a result of Jerome's death, Neeld's POA was not in effect when he withdrew the funds and asked him to explain the withdrawal and indicate whether he intended to return the funds.

On July 9, 2019, Neeld responded to Integrity's letter, sending a signed letter that, in its entirety, read:

> "To Whom It May Concern, Please be advised that a withdrawal request was made on this annuity to ensure sufficient funds were available for unexpected costs against the estate and taxes."

n. Neeld never returned any funds to Integrity.

o. Your Affiant has reviewed all of the bank account records for the Jerome Citadel account, the Estate of Jerome Citadel account, and the Jerome Estate Inheritance Tax return. Your Affiant has also reviewed

records provided by Eileen Evans, whom Neeld hired to prepare Jerome's tax returns for 2015 and 2016 (which had not been filed at the time of his death) and the Jerome Estate Inheritance Tax. Based on information contained therein and on interviews with Evans as well as representatives of Amigos de Jesus, Zawadi Fund International, and the Coatesville Area Senior Center, your Affiant concludes that:

i. By May of 2017, Neeld had already paid all legitimate expenses of the Jerome Estate, i.e., debts owed by Jerome at the time of his death or the costs of administering of the Estate. The only exceptions to this were amounts owed for Jerome's back taxes, Estate taxes, Estate filing fees, and accounting bills. There were, however, ample funds to pay those anticipated expenses. Your Affiant concludes, therefore, that contrary to what Neeld told Integrity in his July 9, 2019, letter, there were no costs, expenses, or other debts owed by the Jerome Estate that could not have been paid with the available funds prior to the commutation.

ii. Neeld did not forward any part of the $35,208.14 lump-sum payment to any of the three beneficiaries.

iii. Similarly, Neeld never forwarded to any of the three beneficiaries any of Integrity's monthly annuity payments made between September 7, 2016, (the day of Jerome's death) and November 27, 2018 (the date of Integrity's last payment before it learned of Jerome's death).

V. THEFTS BY DISBURSEMENT OF FUNDS FROM JEROME AND ESTATE OF JEROME ACCOUNTS.

H) Based on the review of all available documents and interviews with multiple witnesses as referenced herein, your Affiant learned that from March 24, 2016, through September 19, 2020, Kenneth Neeld disbursed funds from the Jerome Citizens account, #XXXXXX1189, the Jerome Citadel account, #XXXXXX2075, and the Estate of Jerome Citadel account, #XXXXXX7698, in a variety of ways (checks, bank checks, a cash withdrawal, electronic transfers) and for purposes that were unrelated to any legitimate expenditure for the benefit of Keith Jerome or the Jerome Estate: to pay Neeld's own personal expenses, to directly transfer funds to himself or his businesses, to transfer funds to entities which he had no authority to pay, and to pay the taxes owed on money that he stole.

From those same three accounts, Neeld also obtained money for his businesses that was earmarked for particular purposes, but did not spend the money as required.

I) <u>Checks drawn on the Jerome Citadel account to pay Neeld's personal expenses.</u>

Neeld wrote the following checks against the Jerome Citadel account, XXXXXX2075, to pay his own personal expenses as indicated:

a. **$221.28** on June 5, 2016, to Arcadia Recovery in payment for Neeld's taxes.

b. **$702.14** on June 13, 2016, to State Farm Insurance for auto insurance premiums for Neeld's cars.

c. **$1,252.10** on July 20, 2016 to Chesapeake Properties, Cape Charles, VA, as payment for Neeld's vacation-home rental.

d. 3 checks totaling **$146.50** on September 12, 2016, and September 13, 2016, as payment for Neeld's

Pennsylvania and New Jersey EZ Pass and turnpike toll payments.

e. 3 checks totaling **$644.33** on September 13, 2016 and September 14, 2016, for tickets that Neeld incurred in Philadelphia and Phoenixville.

f. **$92.65** on September 14, 2016 to Whitelands Animal Hospital for veterinary treatment for Neeld's family dog.

g. **$600.00** on October 17, 2016 to auto repair shop Performance Auto for repairs to Neeld's 2006 Land Rover.

h. **$1,960.00** on November 7, 2016 to Brady Orthodontics for orthodontic treatment for Neeld's daughter.

With respect to each of these payments, your Affiant obtained documents from the recipient of the check(s) and / or interviewed persons employed by the recipients in order to confirm that the payments were unconnected to any amounts owed by Jerome or his Estate, were not otherwise for the benefit of Jerome or his Estate, and were, in fact, payments for amounts that Neeld owed for the indicated personal expenses.

J) Bank checks funded from the Jerome Citadel account to pay Neeld's personal expenses.

Within one week after Jerome's death, Neeld obtained the following bank checks, which concealed the fact that the source of the funds for those checks was the Jerome Citadel account, #XXXXXX2075, and made the checks payable to his own creditors as indicated:

a. **$2,810.95** on September 9, 2016, payable to "Chester County Tax FBO 427 East Lincoln Hwy." Your Affiant obtained documents from the Chester County Treasurer and interviewed Carrie Hunt, one of the owners of the Emmett Golden Hunt Memorial Chapel, 427 East Lincoln Highway, Coatesville, and confirmed thereby that this payment was for real estate taxes for 427 East Lincoln Highway, which Neeld paid as part of his agreement with the owners of the funeral home there to use that facility to conduct funerals under the auspices of Neeld Family Funeral Care.

b. **$3,986.00** on September 14, 2016, payable to the "US Treasury" for the payment of Neeld's 2015 federal income taxes. Your Affiant notes that Neeld's personal Social Security number and the letters "NEEL" are printed on the back of this check and that nothing on the check references Keith Jerome or the Jerome Estate. Furthermore, your Affiant obtained records from Eileen Evans, CPA, who prepared federal tax returns for both Neeld and Jerome. According to Evans's records, $3,986.00 was the precise amount that Neeld owed for his 2015 federal taxes. Evans did not complete Jerome's overdue tax returns until January of 2018 and, in any event, at no time did was the specific amount of $3,986.00 owed for those taxes.

c. **$1,123.00** on September 14, 2016, payable to the "PA Dept of Revenue." Your Affiant obtained documents from the Pennsylvania Department of Revenue confirming that this payment was for the 2015 personal taxes for Neeld and his wife.

d. **$355.00** on September 14, 2016 to "Keystone." Your Affiant obtained documents from Keystone Collections Group confirming that this payment was for 2015 Malvern Borough Local Earned Income taxes for Neeld and his wife.

K) Online transfers from the Jerome Citadel account to pay Neeld's personal expenses.

Neeld transferred funds online from the Jerome Citadel account, #XXXXXX2075, and the Estate of Jerome Citadel account, #XXXXXX7698, to make payments directly to his own creditors as follows:

a. On October 17, 2016, Neeld electronically transferred **$460.41** from the Jerome Citadel account, #XXXXXX2075, to State Farm Insurance as payment of an auto insurance premium owed for Neeld's car. This transfer is reflected in the account statement for the Jerome Citadel account and records from State Farm.

b. On 10 occasions from May 10, 2017, through September 19, 2020, Neeld transferred funds online in the total amount of **$4,159.91** from the Jerome Citadel account, #XXXXXX2075, and the Estate of Jerome Citadel account, #XXXXXX7698, as payments of amounts that he (Neeld) owed for his Citadel-issued credit card, issued on the Neeld Family Funeral Care Account #XXX590. These transfers are reflected in the account statements for the Jerome Citadel account, the Estate of Jerome Citadel account, and the Neeld Family Funeral Care account credit card.

L) Online Transfers from the Jerome Citadel account directly to Neeld's Accounts.

In 44 transactions from September 7, 2016, through July 8, 2020, Neeld transferred funds online for a total of **$99,394.00** from either the Jerome Citadel account, #XXXXXX2075, or the Estate of Jerome Citadel account, #XXXXXX7698, to his own accounts at Citadel: either the Continuum Consulting DBA American Memorial Group Account, #XXX071, the Continuum Consulting account, #XXX579, the Neeld Family Funeral Care account, #XXX590, or his personal account, #XXX125.

M) Checks Drawn on the Jerome accounts and deposited directly into Neeld's Accounts.

From May 26, 2016, through November 15, 2016, Neeld wrote 5 checks on either the Jerome Citadel account, #XXXXXX2075, or the Jerome Citizens account, #XXXXXX1189, and made them payable to Continuum Group. Neeld deposited these checks, totaling **$9,780.00**, into his Continuum Consulting account, #XXX579.

N) Bank checks funded from the Jerome Citadel account deposited into Neeld's Accounts.

On August 1, 2017, Neeld obtained a bank check made payable to himself in the amount of **$50,461.40** funded by a withdrawal of funds from the Certificate of Deposit in the Jerome Citadel account, #XXXXXX2075. Neeld deposited this check into his personal account at Citadel, #XXX125.

On December 7, 2018, Neeld obtained an additional bank check in the amount of **$1,158.28** and made payable to himself, funded by a withdrawal from the Jerome's Citadel account, #XXXXXX2075, including the balance of funds from the Certificate of Deposit. Neeld deposited this check into his personal account at Citadel, #XXX125.

O) Withdrawal of cash from the Jerome Citadel Account.

On June 28, 2016, Neeld withdrew **$5,000.00** in cash from the Jerome Citadel account, XXXXXX2075.

Your Affiant searched all available documents in search of any evidence indicating that Neeld used this cash to pay any debts owed by Jerome or otherwise for his benefit, but found none.

VI. NEELD'S OTHER THEFTS FROM JEROME AND THE JEROME ESTATE

P) Thefts related to Jerome's car.

On April 1, 2016, Neeld applied for a State Farm Insurance auto policy for Jerome's Hyundai; in the application paperwork, the State Farm agent made a note that Jerome had been experiencing health problems and "has not been driving the vehicle." Although Jerome was unable to use the car, Neeld arranged for repairs to be made to it: later in April, he wrote 2 checks on the Jerome Citadel account, #XXXXXX2075, made payable to a West Chester repair shop called Car Cure for a total of **$1,248.20** in repairs performed earlier that month to Jerome's Hyundai and related charges.

On May 8, 2017, i.e., eight months after Jerome's death, Neeld, claiming to act as POA, completed forms for submission to PennDOT transferring the title to Jerome's Hyundai to himself and specifically designating the transfer as a gift, rather than a sale. That same day, Neeld also wrote two checks on the Jerome Citadel account, #XXXXXX2075, to effect that transfer of title:

a. **$92.00** to PennDOT

b. **$81.00** to Best- Abat insurance agency

Your Affiant, having examined the bank records of Neeld's personal and business accounts at Citadel, the bank records for the Jerome Citadel account and the Estate of Jerome Citadel account, and all records related to the preparation of the Jerome Estate Inheritance Tax Return, including the Return itself, has found no evidence that Neeld compensated the Jerome Estate for the car.

Q) Neeld's donations from Estate funds to entities not named as beneficiaries of Jerome's Will.

On December 31, 2018, Neeld obtained a bank check drawn on the funds of the Estate of Jerome Citadel account, #XXXXXX7698, in the amount of **$1,000.00** and made it payable to the ProLife Education Fund.

On July 1, 2019, Neeld obtained another bank check drawn on the funds of the Estate of Jerome Citadel account, #XXXXXX7698, in the amount of **$1,100.00** and made it payable to Generation Life.

As these donations were unrelated to legitimate Estate expenditures or payments to a beneficiary named in Jerome's Will, Neeld had no right to disburse these funds.

R) Neeld's failures to make required dispositions of funds designated as funeral-related expenses and Insurance Fraud in connection with funeral expenses policy.

From March 24, 2016, through August 3, 2017, Neeld obtained $26,540.00 from Jerome and his Estate that were designated as being payments for funeral-related services. In addition, on September 8, 2016, Neeld submitted to Unity Financial Life Insurance Co. a claim on a Unity funeral-expenses policy, reporting that his funeral home was owed $14,380.00 in unpaid funeral expenses for Jerome; as a result of that claim, Unity paid $10,050.00 in benefits to Neeld. In fact, Neeld did not provide any funeral-related services for Jerome.

a. On March 21, 2016, Neeld obtained a check drawn on the Jerome Citizens account, #XXXXXX1189, signed by Keith Jerome and made payable to "Unity Financial Life Insurance Co." in the amount of $10,000.00.

Neeld included this check with an application for a funeral-expenses life insurance policy that he applied for on behalf of Jerome. Under the terms of the policy that Unity eventually issued, Unity would, upon Jerome's death, pay available benefits directly to a funeral home for his unpaid funeral costs and would then pay any residual benefits to Jerome's Estate.

b. On March 24, 2016, Neeld obtained a check drawn on the Jerome's Citizens account, #XXXXXX1189, in the amount of **$5,995.00** and made payable to "American Memorial." Keith Jerome signed the check, but did not otherwise fill it out. Neeld deposited this check into his Citadel account in the name of "Continuum Consulting DBA American Memorial Group," #XXX071. The memo line of this check indicated that it was for "Cemetery and Stone expense."

c. April 28, 2016, Neeld, as POA, wrote another check on the Jerome's Citizens account, #XXXXXX1189, in the amount of **$3,295.00** and made it payable to "American Memorial Group." Neeld deposited this check into his Citadel account in the name of "Continuum Consulting DBA American Memorial Group," #XXX071. The memo line for this check indicated that it was for "2nd installment Cemetery Stone."

d. On September 6, 2016 -- one day before Jerome's death -- Neeld, as POA, wrote another check on the Jerome Citizens account, #XXXXXX1189, in the amount of **$2,000.00** and made it payable to "American Memorial Group." Neeld deposited this check into his Citadel account in the name of "Continuum Consulting DBA American Memorial Group," #XXX071.

e. On September 8, 2016 -- one day after Jerome's death and the day on which his body was cremated -- Neeld electronically transferred **$9,250.00** from the Jerome Citadel account, XXXXXX2075, directly to his Neeld Family Funeral Care account at Citadel, #XXX590, with the notation that the funds were for "funeral expenses."

f. Also on September 8, 2016, Neeld, in his capacity as the owner of Neeld Family Funeral Care, faxed a claim form to Unity seeking payment on the funeral-expenses policy. Neeld reported to Unity that the total cost of all funeral-related expenses for Jerome was $14,380.00 and that that amount was unpaid; in support of that claim, he presented to Unity an itemized funeral bill which included the following expenses:

   i. "Poplar crematorium casket" - $2,195.00
   ii. "Urn" - $305.00
   iii. "Marker – American Mem" - $3,795.00
   iv. Cash disbursement for "cemetery" - $2,195.00
   v. Cash disbursement for "clergy or church" - $250.00

g. On September 13, 2016, Unity Financial paid **$10,050.00**, which was the maximum benefits available under the Jerome funeral-expenses policy, directly to Neeld Family Funeral Care.

h. Almost a year later, on August 3, 2017, Neeld electronically transferred an additional **$6,000.00** from the Estate of Jerome Citadel account, XXXXXX7698, directly to his own to Neeld Family Funeral Care account at Citadel, #XXX590, with the notation that it was for "funeral expenses."

i. Even though Neeld received all of these payments from Jerome, the Jerome Estate, and Unity Financial in connection with his supposed provision of funeral-related services for Jerome, your Affiant concludes that Neeld did not provide any funeral or similar memorial service for Jerome, that he did not purchase a

headstone or memorial for him, and that the only such expenses that Neeld incurred in connection with Jerome's death were the $275.00 cost of cremation and a payment made by way of a check dated September 7, 2016, which your Affiant believes to be the $300 cost of transporting Jerome's body.

i. In reaching that conclusion, your Affiant examined all available records -- most significantly, bank records for Neeld's businesses -- in an effort to determine whether Neeld expended any funds associated with providing funeral-related services and, specifically, to determine whether Neeld disbursed any of the funds that he claimed to have disbursed in connection with his claim to Unity. In doing so, your Affiant notes that there were numerous checks in Neeld's accounts documenting funeral-related expenses for deceased persons other than Jerome, but your Affiant found no such checks for Jerome other than the expenses for the transport of his body and cremation. Specifically, your Affiant found no checks evidencing any expenditures for any of the following for Jerome: casket, urn, marker, headstone, cemetery, officiant, church, flowers, publication of death notices, or music.

ii. Similarly, your Affiant also examined the records that Neeld provided to Eileen Evans in connection with her preparation of the Jerome Estate Tax Inheritance Return and found no documentation of any such expenses.

iii. Your Affiant also notes that on the Jerome Estate Inheritance Tax Return, Neeld did not claim to have provided funeral-related expenses that were consistent with the funds that he collected for that purpose or the amounts that he reported to Unity as funeral expenses; there, he reported only the following funeral-related expenses:

a. $9,250.00 for "Family Funeral Care."
b. $3986.00 for a "Headstone."
c. $1123.00 for "Cemetary [sic]."

iv. As discussed in the next section, our Affiant has learned that the "Headstone" and Cemetary [sic]" entries are entirely false in that the only payments that Neeld ever made from either the Jerome Citizen account or the Estate of Jerome account in the amounts of $3,986.00 and $1,123.00 were the bank checks that he used to pay his 2015 federal and Pennsylvania income taxes. (See Paragraphs J(b) and J(c), above.)

v. Your Affiant also performed multiple internet searches in an effort to locate any record of an obituary, death notice, burial, or memorial service for Jerome, but found none.

VII. FALSE INFORMATION ON ESTATE TAX RETURN AND FORGERY

While Eileen Evans was preparing the Jerome Estate Inheritance Tax Return, Neeld repeatedly provided her with false and misleading information and documentation about the supposed assets, debts, and expenses of the Estate. In actually preparing the Return, Evans unknowingly relied upon Neeld's misinformation, incorporating much of it directly into the Return itself, which Neeld, as Executor of the Jerome Estate, signed and filed in June of 2019.

S) Forgery of a contract purporting to show that Jerome owed $50,000.00 to Continuum Consulting Group.

a. While Eileen Evans, CPA, was preparing the Jerome Estate Inheritance Tax Return, Neeld repeatedly told her that he was entitled to $50,000.00 from the Estate of Jerome because Jerome had signed a contract with Continuum Consulting Group for services that Neeld would provide to him. Evans repeatedly asked Neeld for documentation for that claim and he first provided it to her on January 10, 2019.

The contract that Neeld provided to Evans purported to be a contract that Jerome supposedly signed on January 3, 2015, agreeing to pay $2,500.00 per month to Continuum Consulting Group for up to 32 hours per month of financial planning services that Neeld would provide to him.

Based on the supposed contract and Neeld's representation to her that he had never been paid any amounts under the contract in the 20 months after it was signed, but before Jerome's death, Evans identified this claimed debt of $50,000.00 in the Estate Inheritance Tax Return as a debt of the Estate.

b. For the following reasons, your Affiant concludes that the supposed contract was not signed by Jerome in February of 2015 and that Neeld forged it in order to contrive his claim that he was entitled to $50,000 from the Jerome Estate.

i. The supposed contract identifies Continuum as being located at "17 Bisho [sic] Hollow Road, Suite 17 [sic], Newtown Square, PA 19073." Through investigation described below, your Affiant confirmed that Neeld did rent space at 17 Bishop Hollow Road, Suite E, Newtown Square, PA 19073, but has also learned that he did not do so until long after January of 2015. Specifically, Neeld first sublet space at that location in approximately April of 2016, 16 months after, according to Neeld, Jerome signed the contract. The source of that information is as follows:

a. Your Affiant interviewed Ray Acciavatti, the property owner of 17 Bishop Hollow Road, Newtown Square, PA 19073, and two former tenants, Susan Eccles and Brandon Jolly, who rented the space that Neeld later occupied (Suite E). Those witnesses confirmed that Neeld initially sublet Suite E from Eccles and Jolly in approximately April of 2016 and then took over the entire space and started paying the full rent several months later. Acciavatti provided your Affiant with a copy of all of Neeld's rent checks for the entire space and the first one was written in December of 2016. These checks are also found, of course, in Neeld's own bank records. Acciavatti confirmed that Neeld did not lease any other space at 17 Bishop Hollow Road. Your Affiant also reviewed Neeld's bank records and found the checks that he wrote in order to sublet Suite E from Eccles and Jolly. The first such check was dated May 1, 2016.

b. Consistent with the recollection of those witnesses and the rent checks, Neeld's own business records confirm that he was not associated with the 17 Bishop Hollow Road location until long after January of 2015. Other than the supposed contract itself, your Affiant found no document indicating that Continuum Consulting Group, or, for that matter, any of Neeld's other businesses or Neeld himself, used that address at any time before April of 2016. Among all of Neeld's personal and business bank accounts, the only one which used the 17 Bishop Hollow Road address was the Continuum Citadel account, #XXX492, which listed that address in its opening statement for December 2016. On Continuum's Facebook page, where Neeld posted information about Continuum-sponsored events, he provided 130 South Warren Avenue, Malvern, as the sole address for Continuum on the first posting for an April 20, 2016, event. Neeld had used that address

on prior postings for Continuum. However, on a second posting for the same April 20th event, Neeld again used the 130 South Warren Avenue address, but also specifically announced, "We have expanded..." and then listed, for the first time, the 17 Bishop Hollow Road address.

ii. Your Affiant has also examined all of the Golden Living records and Jerome's bank records looking for any evidence that Neeld performed any services for Jerome at any time in 2015, but could not find any.

T) Neeld's False Claim that he was entitled to Funds from the Certificate of Deposit.

a. Neeld also told Evans -- and the Inheritance Tax Return reflected -- that the Certificate of Deposit that Neeld opened using Jerome's funds had been designated as "Payable upon [Jerome's] death" to Neeld. Neeld, of course, had no right to the Certificate funds upon Jerome's death, but, by including this false claim on the Return, he sought to pass off his theft as a legitimate transfer.

b. Neeld's false claim that the Certificate of Deposit was payable to him upon Jerome's death also triggered a tax liability that Jerome's Estate would not have otherwise incurred. As Eileen Evans confirmed: if Neeld had not told her that the Certificate was payable to him upon Jerome's death, she would have simply treated the Certificate funds as a general Estate asset to be distributed pursuant to Jerome's Will. Under that scenario, the Estate would have owed no taxes because the entire residue of the Estate was owed to charitable entities. Instead, the value of the Certificate was identified as being paid upon Jerome's death to Neeld, making it a taxable distribution to a "Beneficiar[y]" – and it is identified as such on the Return itself.

c. With accumulated interest, the amount of the tax owed because of Neeld's bogus claim to the Certificate funds totaled **$12,305.31**. On June 11, 2019, Neeld paid that tax by way of a check that he wrote on the Estate of Jerome Citadel account, #XXXXXX7698, and made payable to the Bucks County Registry of Wills. In other words, the Estate of Jerome owed taxes only because Neeld tried to pass off his theft of Estate funds as a legitimate transaction and he then paid those taxes with even more money that he stole from the Estate.

U) Other False Information in Estate Tax Return to Cover up Neeld's Thefts.

In other instances, Neeld provided false information in order to conceal the extent to which, because of his thefts, there was substantially less available for payment to beneficiaries than there should have been; in short, Neeld under-reported Estate assets or did not report them at all, while exaggerating or concocting Estate debts and costs – which necessarily reduced the apparent net assets (the "residue") available to pay the Estate's beneficiaries. Specifically:

d. Neeld did not include as an asset of the Jerome Estate a Commonwealth of Pennsylvania check in the amount of $32,420.35. The check was made out to Jerome and deposited into the Jerome Citadel account, XXXXXX2075, on November 26, 2016.

e. Neeld did not include as an asset of the Jerome Estate a Citizens Bank bank check in the amount of $555.74 that Neeld deposited into the Jerome Citadel account, XXXXX2075, on April 20, 2017. This check represented the proceeds from Neeld's closing of the Jerome Citizens account, XXXXXX1189.

f. As noted above, Neeld listed on the Estate Inheritance tax return the following funeral related expenses:

i. $9,250.00 for "Family Funeral Care."
ii. $3986 for a "Headstone."
iii. $1123 for "Cemetary [sic]."

In fact, Neeld did not provide or pay for any such services, but he did write checks on the Jerome Citadel account, XXXXXX2075, for the precise amounts of $3,986.00 and $1,123.00 to pay, respectively, his own 2015 federal income taxes and his own 2015 Pennsylvania income taxes.

g. Neeld listed on the Estate Inheritance tax return a cost to the Estate of $5,427 to "Gies Group Clean Out," which was a payment for the cost of cleaning out Jerome's house on Ferry Road. Although Neeld made these payments, he did so before Jerome's death and these were not, therefore, Estate expenses.

h. Similarly, Neeld listed as an Estate expense costs for storage in the amount of $2,982. Neeld made all such payments months before Jerome's death and this was not, therefore, an Estate cost.

i. Neeld listed as a debt of Jerome to be paid by the Estate an IRS tax payment of $7,553.15. Neeld overstated the amount paid, which was $7,500.00.

j. Neeld listed as a debt of Jerome the amount of $2,090.58 owed to Golden Living. Not only did Neeld not make any such payment to Golden Living after Jerome's death, but Golden Living actually refunded $3,901.22 to the Estate, which Neeld did not identify as an asset of the Estate.

k. Neeld reported that Jerome had a debt, paid by the Estate, to Robert Jelski in the amount of $2,810.95. Jelski and his wife had purchased Jerome's house on Ferry Road and, Neeld reported, the debt was for "foundation repair." In fact, the only payment that Neeld made to Jelski after Jerome's death was for $2,000.00. Your Affiant notes however, that $2,810.95 is the amount of the bank check that Neeld obtained from the Jerome Citadel account, XXXXXX2075, to pay real estate taxes on the funeral home that he used to provide funerals in Coatesville. (See Paragraph J(a), above.)

l. Neeld reported that the Estate paid a debt that Jerome owed identified as "Judgment by Electrician" in the amount of $1480.75. This debt was paid before Jerome's death and was not an Estate expense.

m. Neeld reported that the Estate paid a debt that Jerome owed identified as "Robert Jelski septic system repair" in the amount of $10,000.00 No such amount was owed and no such payment was made.

V) On the Estate Inheritance Tax Return, Neeld identified the beneficiaries of the Estate and the payments to be made to them as follows:

a. Amigos de Jesus: $18,394.64
b. Coatesville Senior Center: $1,000
c. Pro-life group: $2,000

Neeld had no right to remove the Zawadi Fund International as a beneficiary, to substitute any other entity as a beneficiary, or to pay beneficiaries in any proportion other than the 50% - 25% - 25% ratio designated in Jerome's Will.

Your Affiant interviewed a representative of Amigos de Jesus who, after reviewing that organization's records, confirmed that it received no donations identified as being from Keith Jerome or the Jerome Estate.

Your Affiant interviewed Bill Pierce, Executive Director at the Coatesville Area Senior Center. Pierce stated that, because of changes in how the Coatesville Area Senior Center maintained its records, he could not confirm whether that organization had ever received a donation from the Jerome Estate. Your Affiant, however, has reviewed the bank records for Keith Jerome and the Jerome Estate and found no payments of $1,000.00 to the Coatesville Area Senior Center. The only such payment that that organization received was a $500 check, drawn on the Jerome Citadel account #XXXXXX2075, signed by Neeld and dated June 16, 2016 – almost three months before Jerome's death. The Senior Center's records show that this donation was for a golf tournament.

Your Affiant interviewed a representative of the Zawadi Fund International, who confirmed that the only donation that that charity received in the name of Keith Jerome was a $1000 donation dated September 5, 2016.

VIII. WRONGFUL RETENTION OF FUNDS

W) On June 11, 2019, Neeld, as Executor, filed the Estate Inheritance Tax Return, in which he identified the supposed debts of Jerome and costs of administration that the Jerome Estate had paid or would have to pay.

Neeld has not paid any Estate-related expenses since July of 2019. The bank records for the Jerome Citadel account, #XXXXXX2075, and the Estate of Jerome Citadel account, #XXXXXX7698, and the records related to Eileen Evans's preparation of the Estate Inheritance Tax Return establish that, by the end of July of 2019, all outstanding debts and the administrative costs of the Estate had been satisfied and that the Estate had no further financial obligations.

However, after July of 2019, Neeld disbursed $6,336.00 from the Estate account, transferring these funds to his Continuum Consulting account, #XXX579, and his Neeld Family Funeral Care account #XXX590. The most recent transfer of these funds occurred on September 19, 2020. (The transfers of these funds are included in the amounts referenced in Paragraphs K(b) and L, above.)

As of November 30, 2020, Neeld maintained a balance of **$21,192.15** in the Estate account, #XXXXXX7698. Neeld's retention of these funds constituted a conversion for his personal use.

IX. CONCLUSION

Summarizing the above, Kenneth Neeld improperly disbursed funds belonging to Keith Jerome or the Estate of Keith Jerome, improperly received funds from Unity Financial, and improperly retained funds in the account of the Jerome Estate, in the following amounts:

Checks for personal expenses:	$5,619.00
Bank checks to pay personal expenses:	$8,274.95
Electronic transfers to pay personal expenses:	$4,620.32
Electronic transfers to his own accounts:	$99,394.00
Checks paid to his companies:	$9,780.00
Bank checks to himself:	$51,619.68
Cash Withdrawal:	$5,000.00
Payments related to Jerome's car:	$1,421.20
Bank checks to entities not entitled to funds:	$2,100.00
Check for taxes owed on funds stolen from Estate:	$12,305.31
Funds designated for funeral-related expenses	$26,540.00
Proceeds of Unity funeral expenses policy:	$10,050.00
Funds retained as of November 30, 2020:	$21,192.15
Total:	$257,916.61

Had Neeld not wrongfully disbursed obtained, or retained these funds, they would have been available for payment and Neeld should have paid them as mandated by Keith Jerome's Will to Amigos de Jesus (50%), Zawadi Fund International (25%), and the Coatesville Area Senior Center (25%).

Based on the foregoing, there is probable cause to believe that Kenneth Neeld has committed the following crimes:

18 Pa.C.S.A. §911(b)(3)	Corrupt Organization (F1)
18 Pa.C.S.A. §3921(a)	Theft by Unlawful Taking (F2)
18 Pa.C.S.A. §3922(a)	Theft by Deception (F3)
18 Pa.C.S.A. §3927(a)	Theft by Failure to Make a Required Disposition (F3)
18 Pa.C.S.A. §4101(a)	Forgery (F3)
18 Pa.C.S.A. §4113(a)	Misapplication of Entrusted Property (M2)
18 Pa.C.S.A. §4117(a)(2)	Insurance Fraud (F3)
18 Pa.C.S.A. §4903(a)(2)	False Swearing (M2)
18 Pa.C.S.A. §5111(a)	Dealing in Proceeds of Unlawful Activities (F1)
18 Pa.C.S.A. §7512(a)	Criminal Use of Communication Facility (F3)
18 Pa.C.S.A §7611(a)(1)	Unlawful Use of Computer (F3)
72 P.S. §9153(c)	Making a False Inheritance Return (M3)

POLICE CRIMINAL COMPLAINT

Docket Number:	Date Filed:	OTN/LiveScan Number	Complaint/Incident Number
CR-43-21	3/4/21	X 381332-0	IF-2019-0158

Defendant Name:	First:	Middle:	Last:
	KENNETH	D.	NEELD JR.

I, SA RACHEL A. STORY, BEING DULY SWORN ACCORDING TO THE LAW, DEPOSE AND SAY THAT THE FACTS SET FORTH IN THE FOREGOING AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

I CERTIFY THAT THIS FILING COMPLIES WITH THE PROVISIONS OF THE *CASE RECORDS PUBLIC ACCESS POLICY OF THE UNIFIED JUDICIAL SYSTEM OF PENNSYLVANIA* THAT REQUIRE FILING CONFIDENTIAL INFORMATION AND DOCUMENTS DIFFERENTLY THAT NON-CONFIDENTIAL INFORMATION AND DOCUMENTS.

SA Rachel Story
(Signature of Affiant)

Sworn to me and subscribed before me this 4 day of March 2021

3/4/2021 Date [signature], Magisterial District Judge

My commission expires first Monday of January, 2022

Commonwealth of Pennsylvania
County of Bucks
SEAL
Magisterial District Judge
07-2-02