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Approved:

[Handwritten signatures]

MARTIN S. BELL / ANDREW D. GOLDSTEIN
Assistant United States Attorneys

Before: THE HONORABLE KEVIN NATHANIEL FOX
Chief United States Magistrate Judge
Southern District of New York

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UNITED STATES OF AMERICA	:
	:
- v -	:
	:
DAVID POLOS and	:
GLEN GLOVER,	:
	:
Defendants.	:
----- X	

SEALED COMPLAINT

Violations of
18 U.S.C. § 1001

COUNTY OF OFFENSE:
NEW YORK

SOUTHERN DISTRICT OF NEW YORK, ss:

HANNAH M. BUCH, being duly sworn, deposes and says that she is a Special Agent with the Federal Bureau of Investigation, and charges as follows:

COUNT ONE

(False Statement - POLOS)

1. On or about September 7, 2011, DAVID POLOS, the defendant, in a matter within the jurisdiction of the executive branch of the Government of the United States, willfully and knowingly did falsify, conceal, and cover up by trick, scheme, and device material facts, and made materially false, fictitious, and fraudulent statements and representations, to wit, POLOS falsely affirmed in a national security form that, as of that date, he did not have outside employment beyond his work with the Drug Enforcement Administration, when in truth and in fact, and as POLOS well knew, he had outside employment in the form of regular work at an adult entertainment establishment he had an ownership interest in located in South Hackensack, New Jersey.

(Title 18, United States Code, Section 1001.)

COUNT TWO

(False Statement - GLOVER)

2. On or about August 1, 2011, GLEN GLOVER, the defendant, in a matter within the jurisdiction of the executive branch of the Government of the United States, willfully and knowingly did falsify, conceal, and cover up by trick, scheme, and device material facts, and made materially false, fictitious, and fraudulent statements and representations, to wit, GLOVER falsely affirmed in a national security form that, as of that date, he did not have outside employment beyond his work with the Drug Enforcement Administration, when in truth and in fact, and as GLOVER well knew, he had outside employment in the form of regular work at an adult entertainment establishment he had an ownership interest in located in South Hackensack, New Jersey.

(Title 18, United States Code, Section 1001.)

The bases for my knowledge and for the foregoing charges are, in part, as follows:

3. I am currently employed as a Special Agent with the Federal Bureau of Investigation ("FBI"). I have been so employed for approximately ten years. I base this affidavit on my training and experience as a Special Agent, as well as on my conversations with law enforcement agents and others, and my examination of various reports and records. Because this affidavit is being submitted for the limited purpose of establishing probable cause, it does not include all the facts that I have learned during the course of my investigation. Where the contents of documents and the actions, statements and conversations of others are reported herein, they are reported in substance and in part, except where otherwise indicated.

The Defendants

4. I have reviewed records made available to me by the Department of Justice's Office of the Inspector General ("DOJ-OIG") and have spoken to agents with DOJ-OIG. DOJ-OIG's mission is to detect and deter waste, fraud, and misconduct in Department of Justice programs and personnel, including those of the DEA.

5. I am aware from my review of DOJ-OIG records (the "DOJ-OIG Review"), and conversations with DOJ-OIG investigators that DAVID POLOS, the defendant, was from in or about 1991 until on or about April 18, 2015 employed by the DEA, most recently as an Assistant Special Agent-in-Charge, responsible for supervising the New York Organized Crime and Drug Enforcement Strike Force (the "Strike Force"). The Strike Force is a joint task force consisting of dozens of enforcement officers from numerous federal, state, and local law enforcement agencies, including the DEA, which together target large suppliers and distributors of illegal narcotics. Likewise, beginning in or about 1998 and continuing to the present, GLEN GLOVER, the defendant, works for the DEA as a Telecommunications Specialist. At one point, approximately ten years ago, POLOS directly supervised GLOVER. I am further aware that, at all points relevant to the Complaint, POLOS and GLOVER typically worked regular business hours at the DEA, with their daily workdays generally covering at least the hours between 9 a.m. and 5 p.m.

Overview of Offenses

6. Based on the information provided herein, I respectfully submit that there is probable cause to believe that DAVID POLOS and GLEN GLOVER, the defendants, made false statements to the federal government regarding their outside employment in September 2011 and August 2011, respectively. Specifically, and among other things, POLOS and GLOVER falsely represented in documents they filed and certified in connection with the review of their national security clearances that they had no employment outside of the DEA. In fact, and at the time the forms were certified, POLOS and GLOVER worked at an adult entertainment establishment in South Hackensack, New Jersey (the "Club"), which GLOVER owned in partnership with another individual and in which POLOS possessed a convertible ownership interest. As POLOS and GLOVER knew, the Club employed workers who were not lawfully in the United States. POLOS and GLOVER supervised the continuing operations of the Club, including at times during which they appeared to also be working on paid shifts with the DEA. On some occasions, POLOS used his status as a law enforcement officer to facilitate the Club's operations, including displaying his firearm in connection with a dispute among those operating the Club.

The Security Clearance Forms

7. From the DOJ-OIG Review, I am aware that since at least the year 2011, DAVID POLOS and GLEN GLOVER, the defendants, have been required periodically to fill out a specific national security form issued by the United States government ("Form SF-86") in order to maintain security clearances they need to be able to access sensitive materials as a part of their work with the DEA. Each Form SF-86 lists the purpose of the form, specifically that the United States Government conducts background investigations and reinvestigations of persons under consideration for or retention in national security positions and for positions requiring access to sensitive law enforcement information. Among other reasons, the United States Government conducts these background investigations to ensure that individual Federal employees with access to classified or otherwise sensitive information are not vulnerable to blackmail.

8. The Forms SF-86 also contain the following warning:

Penalties for Inaccurate or False Statements
The U.S. Criminal Code (title 18, section 1001) provides that knowingly falsifying or concealing a material fact is a felony which may result in fines and/or up to 5 years of imprisonment. In addition, Federal agencies generally fire, do not grant a security clearance, or disqualify individuals who have materially and deliberately falsified these forms, and this remains a part of the permanent record for future placements. Your prospects of placement or security clearance are better if you answer all questions truthfully and completely. You will have adequate opportunity to explain any information you give to us on this form and to make your comments part of the record.

(Emphasis in original).

9. Each Form SF-86 also contains a section in which the disclosing employee is asked to list "all employment activities." That prompt reads, in relevant part, as follows:

Section 13: Employment Activities

List all your employment activities, beginning with the present (#1) and working back 7 years (if an SSBI go back 10 years). You should list all full-time and part-time work, paid or unpaid, consulting/contracting work, all military service duty locations, temporary military duty locations (TDY) over 90 days, self-employment, other paid work, and all periods of unemployment. **The entire period must be accounted for without breaks.**

(Emphasis in original). For each employment activity listed by the individual filling out the form, the form requires that the individual fill out dates of employment, whether the work was full- or part-time, the name, address, and telephone number of the employer, the physical location of the employer, and contact information for a supervisor.

10. The Forms SF-86 contain a certification that the statements on the form and on any attachments to it are

true, complete, and correct to the best of my knowledge and belief and are made in good faith. I have carefully read the foregoing instructions to complete this form. I understand that a knowing and willful false statement on this form can be punished by fine or imprisonment or both (18 U.S.C. 1001). I understand that intentionally withholding, misrepresenting, or falsifying information may have a negative effect on my security clearance, employment prospects, or job status, up to and including denial or revocation of my security clearance, or my removal and debarment from Federal service.

Both GLEN GLOVER and DAVID POLOS, the defendants, certified their forms.

11. From the DOJ-OIG Review, I am aware of the following:

a. On or about August 1, 2011, GLEN GLOVER, the defendant, electronically filled out and certified a Form SF-86. In that form, GLOVER did not list any employment other than his

job at the DEA when prompted to list all of his employment. GLOVER did not make reference, at any point in his form, to employment at or ownership of the Club or an interest in an entity known as "SA&G Corp.," which, as explained below, is the legal entity owned by GLOVER and others that was used to purchase the Club.

b. GLOVER listed DAVID POLOS, the defendant, as a reference on his Form SF-86.

c. On or about September 7, 2011, POLOS electronically filled out and certified a Form SF-86. In that form, POLOS did not list any employment other than his job at the DEA when prompted to list all of his employment. POLOS did not make reference, at any point in his form, to employment at or ownership of the Club or an interest in an entity known as "SA&G Corp."

12. I know from the DOJ-OIG that, once the applicant submits a form SF-86 in connection with DEA employment, that form is reviewed by an investigator, who uses the information on the form and other investigative tools to perform a background check on the applicant, including with respect to outside employment of the applicant, in order to determine whether the applicant is suitable for a national security position and/or access to classified information.

13. From the DOJ-OIG Review, and based on conversations with DOJ-OIG personnel and a review of data from the Forms SF-86 submitted by DAVID POLOS and GLEN GLOVER, the defendants, I have learned that POLOS's Form SF-86 was certified by POLOS in the borough of Manhattan, and that GLOVER took actions in furtherance of his false statement in Manhattan. In particular:

a. POLOS and GLOVER worked primarily out of DEA office buildings located next to each other in Manhattan.

b. POLOS and GLOVER received by e-mail prompts with links to complete the Forms SF-86 at computer workstations in their DEA offices, but could have forwarded those e-mails to another computer and completed the forms elsewhere.

c. The DEA office at which POLOS worked retains timestamp data from when employees enter and leave the building, and from when they park vehicles in an associated parking

complex, also located in Manhattan (together "Retained Employee Tracking Data").

d. The Forms SF-86 indicate the exact time on or about August 1, 2011 when GLOVER's Form SF-86 was submitted, and the exact time on or about September 7, 2011 when POLOS's Form SF-86 was submitted.

e. Retained Employee Tracking Data indicate that POLOS was at his DEA office in Manhattan when he submitted his Form SF-86. This data is not available for GLOVER.

f. As part of the national security background check, GLOVER and POLOS were interviewed by investigators. GLOVER's interview took place on or about August 18, 2011 at the DEA office in Manhattan. During that interview, GLOVER was asked whether he owned a stake in a dog grooming spa business. According to DEA personnel records, GLOVER responded that he had forgotten that business when filling out his Form SF-86, but that it was operated solely by his wife. GLOVER also was asked about \$18,000 that was deposited into his bank account by a particular individual ("Contractor-1"). GLOVER stated that Contractor-1 deposited the money into GLOVER's account in order to compensate him for a "business investment" (which as set forth below, related to the Club). At no point during this interview did GLOVER mention ownership of or employment at a Club, or of a corporate entity called "SA&G Corp."

14. From the DOJ-OIG Review, I know that as part of the background investigation of GLEN GLOVER, the defendant, GLOVER's references, including DAVID POLOS, the defendant, were interviewed. During that interview, POLOS stated that GLOVER is employed full-time at the DEA, and that in his free time, GLOVER exercises and spends time with his spouse.

15. From the DOJ-OIG Review, I know that the background investigation of GLEN GLOVER, the defendant, was officially completed on September 30, 2011 and the background investigation of DAVID POLOS was officially completed on January 13, 2012. Both defendants passed the background investigation and were permitted to remain in their law enforcement positions with the DEA.

The Defendants' Ownership Interest in the Club

16. Based on surveillance by myself and other law enforcement agents, databases available to law enforcement

agents, and witness interviews, I know that "Twins Plus Lounge" or "Twins Plus Go-Go Lounge" (hereinafter "Twins Plus" or the "Club") is an adult entertainment establishment located in South Hackensack, New Jersey featuring scantily clad and sometimes topless women ("dancers") and offers private stalls for what are supposed to be limited-contact dances between patrons and those dancers, commonly called "lap dances."¹ The Club also offers a full bar and kitchen.

17. I have interviewed an individual who has assisted in the management of the Club ("Co-Manager 1") and whose wife is a co-owner of the Club. From my conversations with Co-Manager 1, I have learned the following:

a. GLEN GLOVER, the defendant, and Co-Manager 1 originally met as fellow frequent customers of a similar adult entertainment establishment in Northern New Jersey. Buying Twins Plus was GLOVER's idea. Co-Manager 1 did not want to become an owner in the Club, but his wife ("Co-Manager 1's Wife") wanted to purchase a stake in a business. In part by using money Co-Manager 1 obtained by selling his ownership in a different nightclub, Co-Manager 1's Wife bought Twins Plus with GLOVER in a transaction that closed in November 2010. A corporate entity called SA&G Corp. was created entirely for the purpose of owning the Club, where the "S" stood for another would-be co-owner who ultimately backed out, the "A" stood for Co-Manager 1's Wife's first initial, and the "G" stood for "Glen." GLOVER has maintained an ownership interest in Twins Plus continuously since he and Co-Manager 1's Wife purchased it in 2010.

b. At around the time the Club was purchased, and pursuant to a written agreement between Twins Plus's owners and DAVID POLOS, the defendant, POLOS lent Twins Plus's owners approximately \$50,000 in return for an option to formally purchase an ownership stake in the Club. POLOS preferred this arrangement in part because he did not want to have his name on any documents directly associated with ownership of Twins Plus.

¹ I am aware that "adult entertainment establishment" refers to a somewhat broad array of venues, with different rules and local laws governing what takes place at each such establishment. In this case, I am aware that under New Jersey law, dancers at Twins Plus must cover all private areas, including nipples, in order for the Club to be able to serve alcohol. I am also aware from citations that Twins Plus has been cited by the State of New Jersey, Office of the Attorney General, Department of Law and Public Safety, Division of Alcoholic Beverage Control for lewdness. I further know from witness interviews, and from my review of surveillance footage, that New Jersey's rules regarding the coverage of private areas have not always been observed.

c. GLOVER did not make it known around the Club that he worked in law enforcement, but POLOS often did. Once, during an argument with Co-Manager 1's Wife, POLOS lifted up his pant leg, pointed to a gun on his ankle, and said, in sum and substance, "This is the boss. I am the boss."²

18. I have also interviewed Co-Manager 1's Wife, who has stated that GLEN GLOVER, the defendant, was a co-owner in the Club and that an individual she knew as "Dave" had loaned money for the purchase of the club and had a convertible ownership interest but preferred that his name be off the ownership paperwork.

Records Reflecting GLEN GLOVER's Ownership Interest

19. From my review of bank records and paperwork in the possession of and filed with the New Jersey Department of State, I am aware that SA&G Corp. (hereinafter "SA&G") is a corporation that was incorporated in the state of New Jersey in 2010. SA&G's certificate of incorporation and related papers indicate that one of the corporate officers is GLEN GLOVER, the defendant, and that GLOVER has been a corporate officer of SA&G since the time of its incorporation. I am also aware that SA&G has held, over its corporate existence, at least two bank accounts, one at JP Morgan Chase (the "SA&G Chase Account") and one at Valley National Bank (the "SA&G Valley National Account").

20. I have reviewed bank records indicating that the SA&G Chase Account was opened following the execution of opening paperwork signed by GLEN GLOVER, the defendant, on September 23, 2010. In that opening paperwork, only two individuals are given depository and withdrawal authorization - GLOVER, who is listed as "President," and Co-Manager 1, who is listed as "Signer." Co-Manager 1's Wife is listed as a "Vice President" and also as an "individual to be added later" with respect to signing authority.

21. From my review of databases available to law enforcement and DEA personnel records, I know that in 2011 GLEN GLOVER, the defendant, lived at a specific address in New Jersey ("GLOVER's Residence").

22. Based on my review of bank records and local government records, I am aware that Twins Plus was purchased in

² Co Manager-1's Wife confirms this account.

2010 by SA&G. The purchase of Twins Plus involved the issuance of a bank check in the amount of \$180,000 drawn on the bank's funds at the direction of SA&G. Of that \$180,000, \$45,000 is traceable to a trading account owned by GLEN GLOVER, the defendant, and \$18,000 is traceable to an amount transferred from a bank account owned by GLOVER, which in turn had only recently been obtained from a known individual, Contractor-1. It appears that this is the same deposit GLOVER was asked about in his interview at the DEA's offices in Manhattan as part of his security clearance.

23. From my review of additional records, I know that in or around December 2011, SA&G submitted paperwork to a tax reporting and payment processing agent (the "Payment Company") so that the Payment Company could file tax returns and make and receive payments to the IRS on SA&G's behalf. On this form, the contact was listed as GLEN GLOVER, the defendant, whose title was listed as "Owner." On the form, "Twins Plus Lounge" was listed as a trade name or "DBA" for SA&G. The mailing, delivery, payment and W2 addresses were listed as GLOVER's Residence. I also know that on or about March 18, 2014, GLOVER submitted paperwork to the Payment Company in which he stated that SA&G's business with the Payment Company was being terminated. The paperwork was signed by GLOVER and listed his title as "Owner" of SA&G, and provided GLOVER'S Residence as the address to which all further correspondence concerning SA&G should be sent.

24. From my review of bank records, I know that between at least May 2011 and August 2014, SA&G bank accounts received frequent cash deposits in large amounts, totaling approximately \$600,000 over that time. I am aware from my conversations with other law enforcement agents that businesses like Twins Plus deal primarily in cash.

Records Reflecting DAVID POLOS's Convertible Ownership Interest

25. From my review of bank records, I have learned that of the \$180,000 in an SA&G bank account used to purchase Twins Plus, \$20,000 is from a wire transfer of \$20,000 from a Morgan Stanley bank account owned by DAVID POLOS, the defendant, to the SA&G account.

26. I have reviewed two documents signed by GLEN GLOVER, the defendant, and others, which reflect that DAVID POLOS, the defendant, likewise had, at least until June 2013, an ownership interest in the Club. In particular:

a. The first document (the "First Note") is dated May 24, 2011. It is signed by listed borrowers GLOVER and Co-Manager 1's Wife and lists POLOS as the "Lender." In sum and substance, the First Note memorializes an agreement by GLOVER and Co-Manager 1's Wife to repay \$50,000 plus interest to POLOS, and gives POLOS an option to exchange the note for a 25 percent ownership interest in SA&G. The first page of the First Note contains a handwritten notation that reads, "CANCELLED AND REPLACED BY NOTE DATED 6/17/13"; adjacent to that notation is the handwritten name of "David Polos" and a signature that appears to be that of "David Polos."

b. The second document (the "Second Note") is dated June 17, 2013, and signed by GLOVER and Co-Manager 1's Wife. In sum and substance, the Second Note memorializes an agreement by SA&G to pay \$85,000, styled as a loan repayment, to POLOS in the form of one \$10,000 payment on or before June 26, 2013, and forty-eight monthly payments of \$1,795.97 thereafter.

27. From my review of the bank records, I am also aware that on or about June 28, 2013, DAVID POLOS, the defendant, was issued a check in the amount of \$10,000 from the SA&G Valley National account with the description "Loan." On twelve occasions in the ensuing months, between on or about August 5, 2013 and on or about August 20, 2014, and at monthly intervals, POLOS was issued checks in the amount of \$1,795.97.

The Defendants' Employment at and Involvement
in the Management of the Club

28. From my conversations with Co-Manager 1, I have learned that both DAVID POLOS and GLEN GLOVER, the defendants, worked at the Club and actively participated in its management. In particular:

a. At the time Twins Plus was purchased by SA&G, it was badly in need of renovations. GLOVER oversaw the subsequent renovation of Twins Plus with the help of POLOS and others. The lead contractor was Contractor-1, who was introduced to Co-Manager 1 as a friend of POLOS. Co-Manager 1 had never met Contractor-1 before, but Contractor-1 agreed to give GLOVER, POLOS, Co-Manager 1, and Co-Manager 1's Wife a good price for the needed renovations.

b. The renovated Twins Plus opened in or around February 2011. Once opened, Co-Manager 1 started taking shifts

at Twins Plus. During his shifts, Co-Manager 1 would supervise dancers, bouncers, and barkeepers; pay the bartender and bouncer; man the office in the back of Twins Plus (the "Back Office") to which only employees had access; shut down the Club at the end of the night; and generally manage the Club's affairs as needed.

c. Since the opening of the renovated club, GLOVER regularly supervised shifts in the same manner as Co-Manager 1 and generally was the person in charge of the day-to-day affairs of Twins Plus. POLOS also worked at the Club from its post-renovation opening in early 2011 until POLOS and GLOVER had a falling out in 2013. During that time, POLOS regularly supervised shifts in the same manner as GLOVER and Co-Manager 1. In addition to supervising one or two shifts per week, POLOS arranged for Twins Plus's advertising.³

d. Twins Plus also employed another individual ("Co-Manager 2") who originally was merely a regular patron of Twins Plus, later was brought on as an employee, and ultimately bought a share of the Club.

e. The Back Office of Twins Plus contained, among other things, a computer that was used by GLOVER, POLOS, Co-Manager 1, and Co-Manager 2, while they worked shifts at Twins Plus.

f. Twins Plus contained a video surveillance system that Co-Manager 1, POLOS, GLOVER, and others could access remotely via desktop computer or via smartphone "app," such that authorized persons could view the goings-on at the club remotely via computer or phone. GLOVER and POLOS frequently called Twins Plus, addressing and remarking on events that were happening there live during the day when they were not present at the Club (and when, based on witness accounts of the timing and frequency of the calls, they were likely on duty with the DEA).

29. I have spoken to two individuals who worked as bouncers for Twins Plus (hereinafter, "Bouncer-1" and "Bouncer-2"). Bouncer-1 worked at Twins Plus from 2010 until 2014, including the renovation of the Club under Contractor-1.

³ POLOS's involvement in club advertising is corroborated by bank records. In particular, bank records reflect that POLOS was issued several checks from the SA&G Chase Account with "Steppin Out" or "advertising" referenced in the memo line. "Steppin Out" is a New Jersey nightlife periodical that carries advertising for establishments like Twins Plus.

Bouncer-2 began working at the Club in November 2012 and remains employed there. From these conversations, I have learned the following:

a. GLEN GLOVER, the defendant, was generally in charge of running Twins Plus. Initially, GLOVER wanted Bouncer-1 to be in charge of the liquor after Twins Plus re-opened after its renovation, but DAVID POLOS, the defendant, said that he would do it. Based on statements made by GLOVER and POLOS, along with others at the Club, Bouncer-1 and Bouncer-2 understood that GLOVER and POLOS worked at the DEA, although POLOS would sometimes claim to others at the Club that he worked for the FBI. Sometimes, POLOS's badge was visible. On at least one occasion, GLOVER wore a bulletproof vest to Twins Plus.

b. GLOVER was in charge of dealing with the dancers and managing the bartending staff. He also collected the house fees from dancers, who typically paid between \$10 and \$30 per night in order to dance at Twins Plus.⁴ The dancers were brought to Twins Plus by a number of drivers who, in turn, were also paid by the dancers on a daily basis. Most of the dancers were undocumented immigrants from either Brazil or Russia. The dancers' status as undocumented immigrants was widely known at the Club in part because dancers spoke about it and in part because the dancers had to sign in using employee sign-in sheets that asked, among other things, whether the employees were United States citizens. The dancers frequently indicated that they were not.⁵

c. The Bouncers' duties included occasionally checking the lap dance rooms due to the fact that patrons and dancers sometimes engaged in sexual activity, which the Bouncers halted if detected. On at least one occasion, GLOVER chastised Bouncer-1 for too aggressively checking the lap dance area for wrongdoing and disrupting in-progress lap dances in the process.

d. In the fall of 2012, Bouncer-2 was asked by a friend who worked at the Club whether he would be interested in a job there. Soon after, he received a telephone call from, and met, POLOS. Later, GLOVER met him and gave him a full tour of the Club, and officially hired him.

⁴ GLOVER's role in managing Twins Plus was further confirmed by Co-Manager 1's Wife, who stated that GLOVER handled Twins Plus's finances, managed the bar, and paid employees.

⁵ Additionally, I know from law enforcement and immigration databases as well as witness interviews that certain of the dancers were undocumented and not lawfully in the United States.

30. I have reviewed text messages between and amongst several Twins Plus employees that were routed through a messaging program on the Back Office computer between and amongst GLEN GLOVER and DAVID POLOS, the defendants, Co-Manager 1, Co-Manager 2, and others. These messages were retrieved during a judicially authorized search of the Back Office computer. From my review of these messages, including those below, it is apparent that both POLOS and GLOVER played an active role in managing the affairs of the Club:

a. On or around June 23, 2011, at around 6:33 p.m., POLOS sent a text message from his DEA work cell phone to Co-Manager 2 that stated: "Tunnel traffic is messed up, cover the shift for me..."

b. On or around June 30, 2011, beginning at around 2:14 p.m., POLOS had a text message exchange with Co Manager-2 in which he stated: "Currently on a train to Washington, DC , not looking good in regard to working tonight. Let me know your status.." Co-Manager 2, in two texts, responded: "Your going to jail in DC?" and "What are the charges?" POLOS replied: "Work related." Co Manager-2 responded: "Just joking, ok I can work tonight, I be there at 1830." Polos then stated: "Great, thanks brother."

c. On or around July 7, 2011, at around 3:40 p.m., POLOS sent Co-Manager 2 a text message, stating: "In a meeting, finish in 15 min." Co-Manager 2 responded: "You working tonight?" At or around 3:49 p.m., POLOS responded: "Yes, my flight lands in NY at 6:15, then I will drive over. If you could do the change over that would be great." Co Manager-2 stated: "OK no problem." POLOS responded, "You're the best...."

d. On or around August 11, 2011, beginning at around 5:28 p.m., POLOS and Co-Manager 2 had the following conversation via text message:

POLOS: President is in town, traffic is all cocked up leaving the city, can you cover the shift change...

Co-Manager 2: President in town to meet with you?

POLOS: Not me brother...

Co-Manager 2 and POLOS then joked about bringing the President to the Club so that he could "check out" certain of the Dancers.

e. On or around August 18, 2011, beginning at around 2:27 p.m., POLOS sent texts from his DEA work cell phone to Co-Manager 2 that stated: "Bring your cooler to the bar..." and "We need to move ice machine."

f. On or around August 23, 2011, beginning at around 8:31 p.m., GLOVER texted Co-Manager 2: "I'm coming with two state trooper they don't know I own the bar"; Co-Manager 2 replied: "Copy, I will brief [other employee]."

g. On or about August 25, 2011, at around 3:21 a.m., Co-Manager 2 sent the following text message to GLOVER: "I fixed the chair... can you tell [other person affiliated with the Club] to stop having sex with [a dancer hereinafter referred to as "Dancer-1"] on the chair, it's just not built to handle all the added weight she is carrying."

h. On or around October 3, 2011, POLOS and Co-Manager 2 had the following conversation via text message:

POLOS: [Co-Manager 2], in the future make sure you send notes and ring totals to everyone. I'm sure last night was an oversight... Thanks.

Co-Manager 2: It's not an oversight, it's because sometimes I am doing other's jobs and I don't want it to appear as though I'm bitching.

Co-Manager 2: Don't want to offend anyone

Co-Manager 2: Except the colored

POLOS: So you're telling me it's ok to just send it to Glen...

Co-Manager 2: Joking!!!!

POLOS: Nevertheless, I shouldn't have to find out from Glen what you have to say...

POLOS: Not joking...

i. On or about December 19, 2011, at around 10:56 a.m., GLOVER sent the following message to Co-Manager 2: "It's nice to see your not checking the lap dance room condoms everywhere."

31. I have reviewed e-mails between DAVID POLOS and GLEN GLOVER, the defendants, Co-Manager 1, Co-Manager 2, and others affiliated with the management of Twins Plus⁶ that were retrieved from the Back Office computer during a judicially authorized search of Twins Plus and computers therein. My review of these materials, including those identified below, reflects that POLOS and GLOVER played an active role in managing the Club's operations:

a. There was a series of e-mail communications on August 11, 2011 and August 12, 2011 between Co-Manager 1, Co-Manager 2, another person affiliated with the Club ("Individual-1"), POLOS, and GLOVER. On or about August 11, 2011, at 10:23 p.m., POLOS e-mailed the others on the chain with the subject line "Twins." The resulting e-mail thread included the following e-mails:

i. POLOS stated: "Lucky me I have 13 girls and the girls are complaining that there too many girls..." POLOS complained that "Fucking Glen is goin on vacation again...." POLOS also stated: "Don't worry [Co-Manager 1] the sweat suit look will be back in style soon."

ii. Not long after, at 11:42 p.m., Co-Manager 1 responded that "Sweat suits are more convenient than for getting lap dances. No buttons or zippers - pull em down in the front and go" and stated that he "didn't think anyone at the DEA actually went to work."

iii. The next day, at 7:38 a.m., GLOVER wrote an e-mail that included the following:

Gentleman I'm proud to say that under my tutelage Dave has managed to make [a bartender] quit I'm so proud of him he's such a fast learner on how to be mean to bartenders. Even though I think this will probably be better for us in the long run it does create an immediate problem we need someone for today and I'm getting on a plane at 930 and won't land till 1 so someone needs to get a bartender today I would

⁶ Co-Manager 1 authenticated the e-mail addresses as belonging to the relevant senders and recipients of the e-mails. Further, the e-mail accounts attributed to GLOVER and POLOS are the same e-mail addresses listed by GLOVER and POLOS as personal e-mail address in their respective Forms SF-86.

rather it be [a second bartender] because she is doing the book and I need [Co-Manager 2] to go over everything with her.

b. On or about October 17, 2011 at 4:02 a.m., Co-Manager 2 sent POLOS, GLOVER, Co-Manager 1, Co-Manager 2, and another individual involved in the Club's management an e-mail with the subject line "Sunday notes" that read, in part:

I hope someone has \$800 singles to bring in as we are short once again with singles. Please leave a note on the inside of the safe door so we know the disposition of the singles in house versus the singles outside the building. The beer cooler nearest the front door is no longer keeping the beer cold; the bottles are warm and sweating. [Co-Manager 2], could you contact Al to have a look? I picked up twenty cases of water and placed in the walk in box. I ordered the food from Walmart from Monday until Thursday.... I spoke to ... our exterminator, and told him our problem with the pillbugs. He will visit this week and eliminate them. Maybe he can eliminate some of the colored girls? [Dancer's name] was a pain in the ass; she worked a double and by 200 was useless, she either slept in her car or in a lap dance booth so I dismissed her at 2330.

To which POLOS replied, on or about October 17, 2011, at 7:29 a.m.:

STOP, hold up on contacting Al, we will go to the poor house if we keep using that guy. You mentioned to me about buying those coolers from the firemen who closed the bar. That cooler is from Temps and is very old. Just a suggestion, if we can buy one of those coolers for the price you mentioned to me, it might be better to replace it....

GLOVER then responded, on or about October 17, 2011, at 9:16 a.m., in part:

I have the singles I had to hide them in my car after I went to the bank because I had to stop at Walmart and pick up a sandwich from 2 days ago that no one ever got... I hope you guys enjoyed your weekend! [Co-Manager 2], you can get rid of all the black girls if you want if you go find other ones first... Maybe if you take some time out... We need to fix this cooler I've seen how this operation works we don't have another cooler in there for a month. So we'll be serving warm beers the whole time? The coolers were at temps but they weren't even used they were only used for 8 months. Oh and by the way there are absolutely no mop heads so they cant mop the floor today.

POLOS then responded, on or about 9:25 a.m. on October 17, 2011, "Wow, I just love Mondays...."

c. On or about April 3, 2012, POLOS forwarded Co-Manager 2 an e-mail that had been sent from an individual at Steppin Out magazine ("Steppin Out Rep-1") with the subject line "Proof for Dave" and a picture file attachment. The picture file depicts a "Twins Go-Go Lounge" logo and two women in bikinis holding each other and staring out at the viewer, with lettering stating: "Save The Date... Thurs., April 19 1 Year Anniversary Bash of Twins GoGo Lounge!" and "\$1 DOMESTIC BOTTLES Coupon Valid on Mondays & Wednesdays Thru April 18." I am generally aware that in publishing, a "proof" is a draft form of a page or page element before it is finalized.

d. On or about August 3, 2012, at 2:50 p.m., GLOVER e-mailed Co-Manager 1 and copied POLOS and Co-Manager 2, writing:

As far as [a named dancer] goes there were several problems leading up to the decision to let her go however you wouldn't know that because no one ever here's from you. We're not intentionally leaving you out or picking on you were making these decisions with each other. We have no problem with you only coming around once a week. But this bar needs to be run still and we've made a lot of changes to the place and made a lot more rules that everyone has to follow so don't

tell me that the 3 of us can't get rid of a dancer that we believed called the cops on us last night because you are friends with her. ... [W]e can have a meeting but I'm letting you know right now the 3 of us are all on the same page.

e. On or about September 23, 2012, at 8:27 p.m., POLOS forwarded Co-Manager 2 e-mail exchanges between himself, Steppin Out Rep-1, and a representative from a web design company with the instruction, "Forward to Frank." Among the exchanges contained within the forwarded e-mails were a second proof ad for Twins Plus Lounge with two women in bikinis and an advertisement for \$1 Miller Lite drafts on Sunday, September 30th.

32. I have spoken to Dancer-1. From this conversation, I have learned the following:

a. Dancer-1 was a dancer at Twins Plus, and now dances at another club. She is originally from Brazil, and is an undocumented immigrant, as are many of the dancers at Twins Plus. The owners of the Club, including POLOS, were familiar with her status, and allowed her to work double shifts because they knew she needed the money to pay back the smugglers who arranged for her unlawful entry into the United States.

b. POLOS loaned Dancer-1 money to bail herself out of jail following a 2012 arrest for assault and criminal mischief after an altercation with a member of the local police department that took place outside of Twins Plus.

33. I have viewed several hours of surveillance footage taken from Twins Plus during a judicially authorized search, including footage from the private lap dance area from the Club recorded in late 2014. In the footage I have seen, there appear to be multiple instances of sexual contact between dancers and patrons, with money exchanged afterwards.

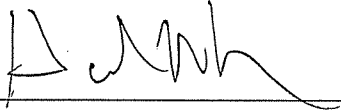
Impact of the False Statements

34. I have spoken to a Special Agent with DOJ-OIG ("DOJ-OIG Agent-1"). He has worked for DOJ-OIG for three years, and prior to that was a Special Agent with the DEA for 15 years. Based on his training, experience, and familiarity with DEA's security clearance policies, procedures, and disciplinary mechanisms, DOJ-OIG Agent-1 informed me of the following:

a. Had DAVID POLOS and GLEN GLOVER, the defendants, informed the federal government via the Forms SF-86 of ongoing employment at the Club, their ownership and involvement in the affairs of the Club would have been investigated and their security clearance would most likely have been denied. Among other reasons, this is due to the possibility of employee blackmail and other concerns attendant to such establishments, such as relatively frequent incidents of prostitution and human trafficking and persons involved in such criminal activities.

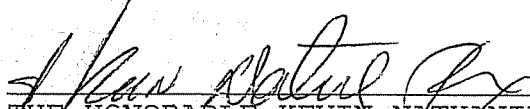
b. Had POLOS and GLOVER been denied security clearance, they would not have been able to continue to work as DEA personnel in their respective positions.

WHEREFORE, deponent prays that defendants be imprisoned, or bailed, as the case may be.



HANNAH M. BUCH
Special Agent
Federal Bureau of Investigation

Sworn to before me this
17th day of May, 2015



THE HONORABLE KEVIN NATHANIEL FOX
CHIEF UNITED STATES MAGISTRATE JUDGE
SOUTHERN DISTRICT OF NEW YORK