

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,

Civil No. 08-1345 (RMC)

Plaintiff,

v.

8 GILCREASE LANE, QUINCY
FLORIDA 32351, *ET AL.*,

Defendants.

AFFIDAVIT OF THOMAS A. BOWDOIN, JR.

BEFORE ME, the undersigned authority, personally appeared Thomas A. Bowdoin, Jr., who after being first duly cautioned and sworn states as follows:

1. I was the President and sole proprietor of AdSufDaily, an internet advertising company. I am the lawful owner of the real property and AdSurfDaily Bank of America accounts that are subject to forfeiture in the above-captioned proceeding.

2. On August 5, 2008, the United States Government filed suit seeking *in rem* forfeiture of my property. *See* Complaint, No. 08-1345 (Dkt. No. 1). I hired the law firm of Ackerman Senterfit to represent me during the civil forfeiture proceedings.

3. On August 15, 2008, through my attorneys at Ackerman Senterfit, I filed a verified claim to seized property pursuant to Rule G(5) of the Supplement Rules for Admiralty or Maritime Claims and Asset Forfeiture Actions, Federal Rules of Civil Procedure.

4. My attorneys at Ackerman Senterfit informed me that I could face criminal liability in addition to the forfeiture proceedings. However, Ackerman Senterfit declined representation in associated criminal matters. For service as my criminal attorney, Ackerman Senterfit referred me to Steven Dobson of the law firm Dobson and Smith in Tallahassee, Florida.

5. I retained Steven Dobson of Dobson and Smith as my criminal attorney on the recommendation of Ackerman Senterfit. When I retained Dobson, no criminal charges had been filed against me. I paid Mr. Dobson a retainer in the amount of \$50,000.

6. After retaining Dobson and Smith, Dobson arranged a meeting with William Cowden, an attorney with the Department of Justice handling the civil *in rem* forfeiture matter. Between November and December of 2008, Dobson met with Cowden on two separate occasions in Washington, D.C. Dobson never provided me with any details concerning the substance of his meetings in Washington, D.C except to say that Cowden said that if I didn't release the assets immediately and promise to cooperate that there would be an indictment and that I would be arrested, no bail and be sentenced to 20 to 40 years in federal prison.

7. In December 2008 and January 2009, Dobson and I met with Cowden and other government officials in Tallahassee, Florida to discuss matters concerning the issues of criminal liability and the civil *in rem* forfeiture proceeding.

8. Before meeting with Cowden, Dobson asked that I sign an agreement expressing my intent to cooperate with the Department of Justice and releasing the assets. I did that. Dobson represented to me that I could possibly avoid prison or get a reduced sentence if I agreed to disclose details concerning ASD and releasing the assets. I agreed to cooperate and release the assets. I also signed a document stating that I would release my claims in the above-captioned civil *in rem* forfeiture proceeding, again thinking that necessary for a possible avoidance of a prison term. I did all of this on the understanding that by cooperating I could possibly avoid a prison sentence. I am 74 years old and have a heart condition. Any measure of prison time would constitute a life sentence. Given the possibility of a long prison term, I agreed not to exercise my rights in the civil forfeiture proceeding, anticipating from representations made by Dobson that this could possibly keep me out of prison. Dobson retained my signed agreement and provided it to DOJ Counsel before my initial in-person meeting.

9. During our meeting in Tallahassee, Florida, Cowden requested that I dismiss my claims in the above-captioned civil forfeiture proceeding. Dobson provided Cowden with my signed agreement. I was led to believe that a grand jury indictment was forthcoming. My attorney represented to me that Cowden had spoken to a judge, persuaded the judge that I was a flight risk, and that I would be

held without bail following a prompt indictment. Dobson led me to believe that I would be promptly arrested if I failed to cooperate with Government counsel.

10. Dobson stated that unless I cooperated, Cowden was prepared to bring criminal actions for wire fraud, money laundering, and conspiracy to commit same. Dobson represented that Cowden would seek the maximum sentences for each charge, which would be in the range of 20-40 years imprisonment.

11. Dobson lead me to believe that if I cooperated there was a possibility that I would not be incarcerated or imprisoned.

12. Based on representations by Dobson, I believed that my cooperation would still result in a criminal sentence that could possibly not include imprisonment or incarceration. Dobson said that none of this could be put in writing. But Dobson had lied to me.

13. I met with Government attorneys twice over the course of approximately one month. The two meetings occurred approximately one month apart.

14. On January 13, 2009, my attorneys filed a release of claims to seized property and consent to forfeiture. On January 22, 2009, the Court entered its Order granting that motion.

15. During the course of my two meetings with government counsel, I became aware contrary to what I was led to believe by my counsel that my agreement to freely discuss my involvement with ASD still included a definite imprisonment. Although I heard this mentioned, I still trusted Dobson and thought it part of the interaction between the lawyers discussing technical possibilities but not an actual agreement. The first of our two meetings lasted three days. On the third day, after I had already revealed significant information against my interest, I came to understand that I faced incarceration following a criminal action.

16. Cowden explained that I would be subject to the maximum penalty under the statute, but that he would inform the judge that I cooperated. I slowly came to understand what I understood from Dobson not to be the case: that my agreement to cooperate provided me no benefit in the criminal matter except the possibility of a reduced sentence if the judge desired which would still be a life sentence. I came to

realize that the pleadings were filed not in exchange for the government's relinquishment of seeking a prison sentence but on no agreement at all. That was against my wishes then and is against my wishes now. I had been hoodwinked.

17. In addition, Government counsel wanted me to provide statements which I did not believe to be true. Government counsel wanted me to admit to criminal conduct despite my belief in my innocence.

18. Dobson's representation did not serve my interests and resulted in an agreement with which I did not agree. When I signed the agreement to release the assets and to cooperate, I thought I had a possible deal without jail time but that wasn't true.

19. At the close of our second meeting with Government counsel in Tallahassee, Cowden told Dobson to call Robert Garner, the general council, and tell him to send the balance of \$200,000.00 in the legal trust account to Dobson.

20. Dobson directed Garner to release the \$200,000.00 to Dobson, but Garner had distributed a portion of the funds to another attorney in an unrelated matter. Dobson discussed this with Cowden, and Cowden directed that the funds be returned to the trust fund and released to Dobson. Cowden represented that a failure to return funds to the trust account would be considered money laundering and subject the receiving attorney to criminal liability. Prior to releasing funds to Dobson, Garner got approval from Bowdoin.

21. At the end of the meeting with Cowden, Dobson confirmed I was facing 10-15 years and there was no possibility I wouldn't be imprisoned.

22. After this Court's January 22, 2009 Order granting leave to withdraw my claims, I became aware that my agreement to cooperate with Government counsel was meaningless, and that my criminal counsel had not resolved any aspects of the forthcoming criminal matter. I became aware that the government submitted charges before a grand jury on or about May 2009.

23. In submitting my motion to release claims, I was misled to believe that my release would eliminate the possibility of jail time in any forthcoming criminal matters. Because my agreement served no purpose, and provided me no benefit, I rejected the Government's demand that I travel to Washington, D.C. and enter a criminal plea pursuant to a sealed indictment. Having relinquished my right to litigate the civil forfeiture without a return benefit, I filed a motion on February 27, 2009 to rescind my release and reinstate my claims to seized property. *See* Dkt. No. 47. I determined that I could not adequately represent my legal interests *pro se*, and having lost confidence in my existing legal counsel, I retained separate criminal counsel to pursue reinstatement of my claims in the above-captioned civil *in rem* forfeiture proceeding.

And further Affiant sayeth naught.

Dated this 15th day of September 2009.

Thomas A. Bowdoin, Jr.
Thomas A. Bowdoin, Jr.

STATE OF FLORIDA
COUNTY OF LEE

SUBSCRIBED and SWORN to (or affirmed) before me by Thomas A.

Bowdoin, Jr. , this 15th day of September, 2009.

 X Personally known to me
 Produced identification

Patricia C. Sanson
Notary Public

