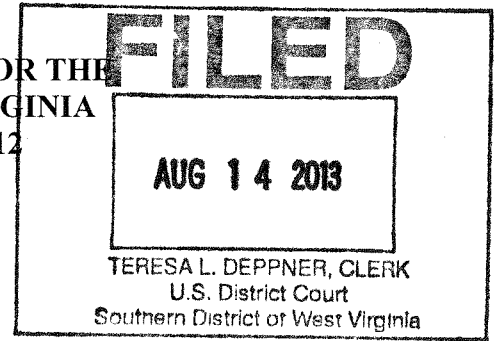


~~SEALED~~

UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF WEST VIRGINIA
CHARLESTON GRAND JURY 2012
AUGUST 13, 2013 SESSION



UNITED STATES OF AMERICA

v.

CRIMINAL NO.

2:13-cr-00209

18 U.S.C. § 1951

DAVID L. BAISDEN

INDICTMENT

The Grand Jury charges:

1. At all relevant times, defendant DAVID L. BAISDEN (“BAISDEN”) was a member of the County Commission of Mingo County, West Virginia (the “Commission”), and was the purchasing agent for the Commission. As purchasing agent, BAISDEN had the authority to purchase goods and services on behalf of the Commission and to choose the suppliers from which those goods and services would be purchased.
2. At all relevant times, Jerry Colegrove (“Colegrove”) was an employee of the Commission who managed and supervised a garage operated by the Commission for the purpose of maintaining Commission-owned vehicles.
3. From at least 2007 through June 2009, the Commission routinely purchased tires for Commission-owned vehicles from an Appalachian Tire store (“Appalachian”) located in or around Williamson, Mingo County, West Virginia. BAISDEN routinely completed purchase orders to purchase tires from Appalachian, and Colegrove routinely took delivery of the tires ordered.

4. During the entire time that the Commission purchased tires from Appalachian, Appalachian sold tires to the Commission at a special, discounted price available only for tires that were to be used on government-owned vehicles (the "Government Price"). The Government Price was substantially below Appalachian's regular retail price for tires. The Government Price was not available for tires purchased for use on personal vehicles, pursuant to policies of both Appalachian and The Goodyear Tire & Rubber Co., which manufactured the tires that Appalachian offered at the Government Price.

5. In or about June 2009, BAISDEN directed Colegrove to purchase a set of tires for a personal vehicle belonging to BAISDEN and BAISDEN's wife. BAISDEN directed Colegrove to purchase the tires from Appalachian at the Government Price.

6. In or about June 2009, in compliance with BAISDEN's direction, Colegrove contacted Appalachian to order a set of tires for BAISDEN's personal vehicle at the Government Price. When Appalachian learned that the tires were to be used on a personal vehicle, it refused to sell them at the Government Price. In response, Colegrove told Appalachian that BAISDEN was a powerful official and that Appalachian would risk losing its business with the Commission if it did not sell BAISDEN tires for personal use at the Government Price. Appalachian nonetheless maintained its refusal to sell BAISDEN tires for personal use at the Government Price.

7. On or about June 12, 2009, BAISDEN contacted Appalachian and left a voicemail message for Appalachian's store manager. In the voicemail message, BAISDEN threatened that the Commission would stop purchasing tires from Appalachian if Appalachian refused to sell BAISDEN tires for personal use at the Government Price. Appalachian did not respond to this threat and did not sell BAISDEN tires for personal use at the Government Price.

8. On or about June 15, 2009, BAISDEN again telephoned Appalachian's store manager, this time to tell him that the Commission would no longer purchase tires from Appalachian because Appalachian had refused to sell BAISDEN tires for personal use at the Government Price.

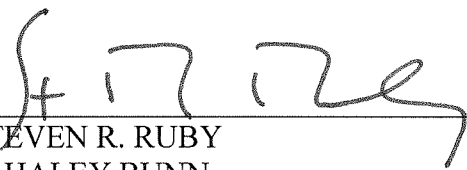
9. In or about June 2009, and after Appalachian refused to sell BAISDEN tires for personal use at the Government Price, BAISDEN directed Colegrove to stop purchasing tires from Appalachian and find a different supplier of tires for the Commission. Colegrove did as BAISDEN directed, and after Colegrove located a substitute supplier of tires, the Commission ceased purchasing tires from Appalachian.

10. Wherefore, in or about June 2009, defendant BAISDEN did and did attempt to obstruct, delay, and affect commerce and the movement of an article and commodity in commerce, in the Southern District of West Virginia and elsewhere, by extortion under color of official right.

11. In violation of Title 18, United States Code, Section 1951.

R. BOOTH GOODWIN II
United States Attorney

By:



STEVEN R. RUBY
C. HALEY BUNN
Assistant United States Attorneys