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UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

January 2019 Grand Jury

UNITED STATES OF AMERICA,

Plaintiff,

v.

ARGISHTI KHUDAVERDYAN,
aka "Argo,"
aka "George Gale,"
aka "akhudav1," and
ALEN GHAREHBAGLOO,
aka "aghareh1,"

Defendants.

CR. No. 19-00339-SVW

I N D I C T M E N T

[18 U.S.C. § 1349: Conspiracy to Commit Wire Fraud; 18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 1344(2): Bank Fraud; 18 U.S.C. § 1030(a)(2)(c), (c)(2)(B)(i), (c)(2)(B)(ii): Unauthorized Access to a Protected Computer to Obtain Information; 18 U.S.C. § 1030(a)(4), (c)(3)(A): Accessing a Computer to Defraud and Obtain Value; 18 U.S.C. § 1956(h): Conspiracy to Launder Monetary Instruments; 18 U.S.C. § 1956(a)(1)(B)(i): Laundering of Monetary Instruments; 18 U.S.C. § 1957(a): Engaging in Monetary Transactions in Property Derived from Specified Unlawful Activity; 18 U.S.C. § 1028A(a)(1): Aggravated Identity Theft; 18 U.S.C. § 2(a): Aiding and Abetting; 18 U.S.C. §§ 981(a)(1)(C), 982(a)(1), 982(a)(2)(A), 982(a)(2)(B), and 1028 and 28 U.S.C. § 2461(c): Criminal Forfeiture]

The Grand Jury charges:

COUNT ONE

[18 U.S.C. § 1349]

A. INTRODUCTORY ALLEGATIONS

At all times relevant to this Indictment:

Defendants and Co-Conspirators

1. Defendant ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN") was a resident of Northridge or Burbank, California. From on or about January 18, 2017, to on or about June 17, 2017, defendant KHUDAVERDYAN was a co-owner of a T-Mobile Premium Retail ("TPR") store called Top Tier Solutions Inc. in Los Angeles, California, which is a sub-dealer of Portables Unlimited.

2. Defendant ALEN GHAREHBAGLOO, aka "aghareh1" ("GHAREHBAGLOO") was a resident of Glendale or Montrose, California. From on or about January 18, 2017, to on or about June 17, 2017, defendant GHAREHBAGLOO was a co-owner of a TPR store called Top Tier Solutions Inc. in Los Angeles, California, which is a sub-dealer of Portables Unlimited.

T-Mobile and Metro

3. T-Mobile US, Inc. ("T-Mobile") was a company with headquarters in Bellevue, Washington, and offices throughout the United States and Puerto Rico. Metro by T-Mobile (formerly known as MetroPCS) was a company with headquarters in Richardson, Texas, that was acquired by T-Mobile USA on or about May 1, 2013. T-Mobile did not have any email servers in California.

4. T-Mobile sold cellular devices including phones and offered monthly voice and data plans for use with the devices on the T-Mobile wireless network. T-Mobile devices and wireless services were sold

1 through authorized T-Mobile dealers and retailers, including TPR
2 stores, throughout the United States and Puerto Rico.

3 5. New cellular devices, such as iPhones, cost hundreds of
4 dollars, with many top-end models costing approximately \$500 to
5 \$1,000. To make phones more affordable, T-Mobile, in or about March
6 2013, began to provide customers with the option to purchase phones
7 on an interest-free equipment installment plan. To be eligible,
8 customers were required to meet a minimum credit profile to qualify
9 for financing for up to 24 months, which in turn locked their devices
10 to T-Mobile's wireless network. The equipment agreement between T-
11 Mobile and each of its customers provided that T-Mobile would unlock
12 the customer's phone upon the satisfaction of certain criteria, such
13 as when the customer had satisfied the terms of her or his equipment
14 installment plan.

15 6. T-Mobile used proprietary locking software on cellular
16 devices' International Mobile Equipment Identity ("IMEI") numbers to
17 prevent the locked devices from being used on other cellular service
18 providers' networks.

19 7. "Unlocking" or "whitelisting" a phone removed the
20 proprietary locking software and thereby allowed the phone to be used
21 on other cellular providers' mobile networks rather than exclusively
22 with T-Mobile. "Blocking" or "blacklisting" a phone rendered it
23 ineligible for activity on the T-Mobile network and was done by
24 authorized T-Mobile employees, for example, if the phone was reported
25 lost or stolen. Removing a block on a phone was also referred to as
26 "unblocking" or "cleaning" the phone, which, together with unlocking
27 and whitelisting, is collectively referred to herein as unlocking.

28

1 8. Unlocked phones were a valuable commodity because they
2 could be resold and used on any other compatible network around the
3 world. If a T-Mobile customer's phone was unlocked, that customer
4 could switch to another carrier. If this happened without
5 authorization, T-Mobile would be deprived of the remaining value of
6 the customer's service revenues and, if applicable, remaining
7 payments under the customer's equipment plan.

8 9. Personnel at T-Mobile's call centers, which are located
9 across the United States and around the globe, had access to T-
10 Mobile's computer systems and internal network to assist T-Mobile
11 customers with service and billing issues. Among other things,
12 certain authorized T-Mobile employees at the call centers had the
13 ability to submit device unlock requests on behalf of eligible
14 customers.

15 10. T-Mobile's mobile device unlocking application, called the
16 Mobile Device Unlock ("MDU") tool, was the proprietary application
17 used by authorized T-Mobile employees to unlock an Android phone.

18 11. T-Mobile's IMEI blocking tool (the "IMEI tool") was the
19 proprietary application used by authorized T-Mobile employees to
20 remove a block, thereby re-enabling the device to access T-Mobile's
21 cellular network.

22 12. Until on or about March 22, 2017, both the MDU and IMEI
23 tools were accessible to authorized users with valid T-Mobile
24 employee credentials through the internet, after which the MDU and
25 IMEI tools were only accessible to authorized users through T-
26 Mobile's internal and protected corporate network.

27 13. Metro by T-Mobile had its own cell phone unlocking tool for
28 Metro cell phones called "MCare Unlock" (the "MCare tool"), which was

1 a web-based tool hosted externally to T-Mobile and designed for use
2 by Metro business support personnel and external call center customer
3 service representatives. No end user authentication was required to
4 use the MCare tool. Access to the MCare tool was based off a set of
5 IP address blocks assigned to T-Mobile/Metro locations.

6 14. TPRs were independently owned T-Mobile premium retailer
7 partner locations that were authorized to sell T-Mobile accessories,
8 handsets, and service to customers. TPR dealers had access to the
9 MDU tool until on or about December 16, 2016.

10 Definitions

11 15. Phishing was the fraudulent practice of sending emails
12 purporting to be from a reputable or familiar source, such as a
13 friend or employer, financial institution, social media company, or
14 internet service provider, to victims in order to induce the victims
15 to reveal sensitive information, such as: names, addresses, Social
16 Security numbers, dates of birth, and mothers' maiden names
17 (collectively, "PII"); and employee usernames and passwords
18 (collectively, "employee credentials"). In a typical phishing
19 scheme, the phishing email contains a link to a website that purports
20 to be a legitimate business website but is, in fact, operated by a
21 computer attacker. The website prompts the victim to enter his or
22 her PII and/or employee credentials, which is then collected and
23 delivered to a server or an email account belonging to the computer
24 attacker.

25 16. A media access control ("MAC") address is a hardware
26 identification number assigned by the manufacturer that uniquely
27 identifies each digital device that connects to a network. A MAC
28 address can be changed using software.

1 17. J.P. Morgan Chase & Co. ("Chase") was a financial
2 institution whose deposits were insured by the Federal Deposit
3 Insurance Corporation.

4 18. Google LLC ("Google"), located in Mountain View,
5 California, operated computers used by subscribers all over the world
6 in interstate and foreign commerce and communications, and did not
7 have any email servers in California.

8 19. PayPal Holdings, Inc. ("PayPal") was a U.S. company that
9 operated a worldwide online payment system that supported online
10 money transfers. PayPal was a wholly-owned subsidiary of eBay Inc.
11 until on or about July 18, 2015, when PayPal became an independent
12 company. PayPal's Mass Payment feature enabled a PayPal business
13 account to send money to a group of up to 5,000 people at once as
14 long as individual payments did not exceed \$10,000.

15 B. OBJECT OF THE CONSPIRACY

16 20. Beginning on a date unknown to the Grand Jury but no later
17 than August 26, 2014, and continuing through on or about January 20,
18 2019, in Los Angeles County, within the Central District of
19 California, and elsewhere, defendants KHUDAVERDYAN and GHAREHBAGLOO
20 and others known and unknown to the Grand Jury, knowingly combined,
21 conspired, and agreed to commit wire fraud, in violation of Title 18,
22 United States Code, Section 1343.

23 C. MANNER AND MEANS OF THE CONSPIRACY

24 21. The object of the conspiracy was carried out, and to be
25 carried out, in substance, as follows:

26 a. Defendants KHUDAVERDYAN and GHAREHBAGLOO would
27 advertise their cell phone unlocking services to potential customers,
28 and would falsely claim that their T-Mobile unlocks were official and

1 directly through T-Mobile, through email and websites they controlled
2 such as unlocks247.com and swiftunlocked.com.

3 b. Defendants KHUDAVERDYAN and GHAREHBAGLOO would obtain
4 the IMEI numbers of cell phones that customers wanted unlocked by
5 offering customers the ability to enter the IMEI numbers on websites
6 defendants KHUDAVERDYAN and GHAREHBAGLOO controlled, which would
7 generate emails with the IMEI numbers that would be sent directly to
8 an email address controlled by defendant KHUDAVERDYAN.

9 c. Defendants KHUDAVERDYAN and GHAREHBAGLOO also would
10 obtain the IMEI numbers of cell phones that customers wanted unlocked
11 by exchanging emails with each other, their customers and potential
12 customers, and brokers offering unlocking services.

13 d. In order to gain access to T-Mobile's protected
14 internal computers without authorization and in excess of
15 authorization, defendant KHUDAVERDYAN would obtain employee
16 credentials of T-Mobile employees through various means, including by
17 causing phishing emails to be sent via the wires in interstate and
18 foreign commerce to T-Mobile employees. Those emails appeared to be
19 legitimate T-Mobile correspondence with links to websites that
20 defendant KHUDAVERDYAN controlled, such as verifying-mail.us, which
21 would request that the employees log in with their employee
22 credentials so that defendant KHUDAVERDYAN could harvest the T-Mobile
23 employees' credentials when they were entered into the websites.
24 Defendants KHUDAVERDYAN's and GHAREHBAGLOO's objective was to sell to
25 members of the public the resulting ability fraudulently to unlock
26 phones, so that members of the public could stop using T-Mobile's
27 services and thereby deprive T-Mobile of the stream of payments it
28

1 was owed under the customers' service contracts and installment
2 plans.

3 e. Defendants KHUДАVERDYAN and GHAREHBAGLOO, assisted by
4 the person known as Individual A, used the Wi-Fi access points of T-
5 Mobile Stores to log into T-Mobile's internal network using
6 compromised employee credentials, and used the MDU, IMEI, and MCare
7 tools to unlock cell phones originally issued for T-Mobile's network
8 even though neither defendant KHUДАVERDYAN nor defendant GHAREHBAGLOO
9 had authorization to use those tools.

10 f. Defendants KHUДАVERDYAN and GHAREHBAGLOO would be paid
11 for unlocking cell phones, including, by way of example, the
12 following payments:

13 i. Defendant KHUДАVERDYAN received in his PayPal
14 account ending in 7206:

15 (I) approximately 40 payments totaling
16 approximately \$551,799.91 from the PayPal account ending in 4028;

17 (II) approximately 546 payments totaling
18 approximately \$5,297,790 from the PayPal account ending in 4376;

19 (III) approximately 1,186 payments totaling
20 approximately \$10,766,321.50 from the PayPal account ending in 2898;

21 and

22 (IV) approximately 119 payments totaling
23 approximately \$1,195,492.86 from the PayPal account ending in 1200.

24 ii. Defendant GHAREHBAGLOO received in his PayPal
25 account ending in 1813:

26 (I) approximately 87 payments totaling
27 approximately \$859,482.79 from the PayPal account ending in 1200;

28

1 (II) approximately 23 payments totaling
2 approximately \$220,020 from the PayPal account ending in 4376; and
3 (III) approximately 113 payments totaling
4 approximately \$1,084,306.15 from the PayPal account ending in 2898.

5 D. OVERT ACTS

6 22. On or about the following dates, in furtherance of the
7 conspiracy, and to accomplish its object, defendants KHUДАVERDYAN and
8 GHAREHBAGLOO and others known and unknown to the Grand Jury,
9 committed and willfully caused others to commit the following overt
10 acts, among others, in the Central District of California, and
11 elsewhere:

12 Overt Act No. 1: On or about February 26, 2015, defendant
13 KHUДАVERDYAN registered the domain unlocks247.com in the name of his
14 cousin with the U.S. domain name service provider GoDaddy.com.

15 Overt Act No. 2: On or about January 12, 2016, defendant
16 KHUДАVERDYAN registered the domain newunlock.com with the U.S. domain
17 name service provider Wild West Domains LLC, for which he later
18 solicited help to build a new banner ad design for his "Cell Phone
19 Unlocking Business."

20 Overt Act No. 3: On or about February 23, 2016, defendant
21 KHUДАVERDYAN emailed Phantom Software, a phishing software provider,
22 and stated: "I have an unlocking site and Im interested in buying
23 your software."

24 Overt Act No. 4: On or about April 17, 2016, defendant
25 KHUДАVERDYAN received an email with a link to T-Mobile's internal
26 employee credential registration portal.

27 Overt Act No. 5: On or about April 18, 2016, defendant
28 KHUДАVERDYAN received an email with the message "symnatec setup bro,

1 read it," and attaching T-Mobile's internal instruction manual for
2 installing a Symantec authentication token to enable the use of T-
3 Mobile's web-based email system.

4 Overt Act No. 6: On or about April 22, 2016, defendant
5 KHUДАVERDYAN received an email with a link to T-Mobile's web-based
6 email system.

7 Overt Act No. 7: On or about April 22, 2016, defendant
8 KHUДАVERDYAN received an email with the compromised employee
9 credential of the T-Mobile employee with the initials C.R.

10 Overt Act No. 8: On or about May 20, 2016, defendant
11 KHUДАVERDYAN made a payment from his PayPal account ending in 7206 to
12 the domain name service StableHost.com for the domain
13 swiftunlocked.com in the amount of \$149.90, an amount he paid monthly
14 until on or about May 20, 2018.

15 Overt Act No. 9: On or about May 23, 2016, defendant
16 KHUДАVERDYAN received an email containing approximately 128 IMEI
17 numbers, 117 of which defendant KHUДАVERDYAN unlocked using the
18 compromised employee credential of the T-Mobile employee with the
19 initials M.T.

20 Overt Act No. 10: On or about May 24, 2016, defendant
21 KHUДАVERDYAN registered the domain unlockitall.com with the German
22 domain name service provider Vautron Rechenzentrum AG.

23 Overt Act No. 11: On or about May 25, 2016, defendant
24 GHAREHBAGLOO registered the domain tryunlock.com with the U.S. domain
25 name service provider GoDaddy Inc., on which he later advertised:
26 "Our company provides direct premium unlocking services for all phone
27 carriers."
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1 Overt Act No. 12: From on or about May 27, 2016, through on or
2 about July 9, 2016, defendant KHUДАVERDYAN received approximately
3 6,140 emails generated by his website swiftunlocked.com with a total
4 of approximately 6,177 IMEI numbers.

5 Overt Act No. 13: From on or about June 7, 2016, through on or
6 about August 3, 2016, defendant KHUДАVERDYAN received approximately
7 6,270 emails generated by his website swiftunlocked.com from
8 defendant GHAREHBAGLOO with a total of approximately 6,311 IMEI
9 numbers.

10 Overt Act No. 14: On or about August 25, 2016, defendant
11 GHAREHBAGLOO messaged a customer that access to T-Mobile phone
12 unlocking was "down all over" and added, "Bye bye Philippines call
13 center."

14 Overt Act No. 15: On or about October 7, 2016, defendant
15 KHUДАVERDYAN received in his PayPal account ending in 4961
16 approximately two payments totaling approximately \$305.26 from the
17 PayPal account ending in 1200, both of which included the description
18 "Unlocks 24/7 - Invoice."

19 Overt Act No. 16: On or about October 13, 2016, using the
20 PayPal account ending in 4961, defendant KHUДАVERDYAN registered the
21 domain verifying-mail.us with the U.S. domain name service provider
22 Name.com.

23 Overt Act No. 17: On or about November 4, 2016, defendant
24 KHUДАVERDYAN advertised "USA T-MOBILE UNLOCKS" on the website
25 unlockitall.com, including an "Official Unlock App" for Android
26 devices on the T-Mobile and MetroPCS networks.

27 Overt Act No. 18: In or about December 2016, defendant
28 KHUДАVERDYAN caused a phishing email to be sent to the T-Mobile

1 employee with the initials M.M. containing a link that, when M.M.
2 clicked on it, redirected M.M. to the domain verifying-mail.us, from
3 which defendant KHUDAVERDYAN harvested the employee credentials
4 entered by M.M.

5 Overt Act No. 19: On or about December 13, 2016, defendant
6 KHUDAVERDYAN used M.M.'s employee credentials to access T-Mobile's
7 internal network and unlock one T-Mobile IMEI number.

8 Overt Act No. 20: On or about December 16, 2016, defendant
9 KHUDAVERDYAN, using M.M.'s employee credentials, caused a phishing
10 email to be sent from M.M.'s T-Mobile email account to the T-Mobile
11 employees with the initials M.G. and F.Z. containing a link that,
12 when clicked on, redirected the user to the domain verifying-mail.us,
13 which requested the T-Mobile employees to enter their employee
14 credentials.

15 Overt Act No. 21: On or about January 13, 2017, defendant
16 KHUDAVERDYAN emailed a customer a list of 31 T-Mobile IMEI numbers
17 with the subject line: "T-Mobile's done" and the message "These are
18 all unlocked yesterday"

19 Overt Act No. 22: On or about January 14, 2017, defendant
20 KHUDAVERDYAN emailed a customer a list of nine T-Mobile IMEI numbers
21 with the subject line: "T-Mobile's done" and the message "Here is the
22 Second Batch that was done!!!"

23 Overt Act No. 23: On or about February 5, 2017, defendant
24 GHAREHBAGLOO received in his PayPal account ending in 1813
25 approximately \$22,000.

26 Overt Act No. 24: On or about March 29, 2017, defendant
27 KHUDAVERDYAN's T-Mobile employee credential akhudav1 was used to log
28

1 into a T-Mobile Wi-Fi access point in Palmhurst, Texas, and then used
2 to access the website unlockitall.com.

3 Overt Act No. 25: On or about April 28, 2017, defendants
4 KHUDAVERDYAN and GHAREHBAGLOO, using their T-Mobile employee
5 credentials akhudavl and aghareh1, respectively, attempted to access
6 T-Mobile's MDU tool from the Wi-Fi access point of the T-Mobile Store
7 on Foothill Boulevard in La Crescenta, California.

8 Overt Act No. 26: On or about June 9, 2017, defendant
9 KHUDAVERDYAN engaged the services of a realtor to identify potential
10 locations for his "UnbreakIfix business," which defendant
11 KHUDAVERDYAN wanted to be "close enough" to the T-Mobile Store on San
12 Fernando Boulevard in Burbank, California (the "Burbank T-Mobile") or
13 in "very close vicinity" to the T-Mobile Store on Lankershim
14 Boulevard in North Hollywood, California.

15 Overt Act No. 27: On or about July 13, 2017, defendant
16 KHUDAVERDYAN registered the domain unlockedlocked.com in the name of
17 "George Gale" with the U.S. domain name service provider NameCheap
18 Inc.

19 Overt Act No. 28: On or about July 14, 2017, defendant
20 KHUDAVERDYAN forwarded defendant GHAREHBAGLOO an email from a web
21 designer containing a design for one of their cell phone unlocking
22 websites, unlockedlocked.com, and an instruction to transfer services
23 from the website unlocks247.com to it.

24 Overt Act No. 29: On or about August 6, 2017, defendant
25 GHAREHBAGLOO created a document named "week2" which contained
26 approximately 4,525 IMEI numbers associated with services named "T-
27 Mobile 99% PREMIUM BAD IMEI Cleaning for iPhone iPad Samsung etc" and
28 which showed a profit report for the period between July 23 and

1 August 6, 2017 of approximately \$12,962.93 in net profit for
2 defendant GHAREHBAGLOO and approximately \$16,324.31 in net profit for
3 defendant KHUDAVERDYAN.

4 Overt Act No. 30: On or about August 23, 2017, defendant
5 GHAREHBAGLOO, using his PayPal account ending in 1813, paid
6 Individual A approximately \$80.

7 Overt Act No. 31: On or about August 28, 2017, defendant
8 GHAREHBAGLOO, using his PayPal account ending in 1813, paid
9 Individual A approximately \$300.

10 Overt Act No. 32: On or about October 5, 2017, defendant
11 GHAREHBAGLOO emailed defendant KHUDAVERDYAN instructions to pay
12 approximately \$7,528 to defendant GHAREHBAGLOO's PayPal account
13 ending in 1813.

14 Overt Act No. 33: On or about October 12, 2017, defendant
15 KHUDAVERDYAN used the employee credentials of the T-Mobile employee
16 with the initials C.H. to access T-Mobile's internal network and
17 unlock approximately 144 T-Mobile IMEI numbers.

18 Overt Act No. 34: On or about October 13, 2017, defendant
19 KHUDAVERDYAN used C.H.'s employee credentials to access T-Mobile's
20 internal network and unlock approximately 295 T-Mobile IMEI numbers.

21 Overt Act No. 35: On or about November 5, 2017, defendant
22 GHAREHBAGLOO instructed defendant KHUDAVERDYAN to be sure to change
23 the MAC address of the digital device used to log into the Wi-Fi
24 networks of the Burbank T-Mobile and the T-Mobile store on Foothill
25 Boulevard in Glendale, California to conduct phone unlocks so that
26 the logons could not be traced back to them.

27 Overt Act No. 36: Between on or about November 5 and November
28 13, 2017, defendant KHUDAVERDYAN used the employee credentials of the

1 T-Mobile employee with the initials A.K. to access T-Mobile's
2 internal network and unlock or attempt to unlock approximately 1,735
3 T-Mobile IMEI numbers.

4 Overt Act No. 37: On or about November 28, 2017, defendant
5 KHUДАVERDYAN confirmed to a customer that defendant GHAREHBAGLOO's
6 report that defendants KHUДАVERDYAN and GHAREHBAGLOO were "close to
7 T-Mobile iPhone unlocking" was true.

8 Overt Act No. 38: On or about November 30, 2017, defendant
9 KHUДАVERDYAN messaged a customer that defendants KHUДАVERDYAN and
10 GHAREHBAGLOO were able to successfully unlock T-Mobile iPhones and
11 that they were "gonna make [the customer] rich."

12 Overt Act No. 39: On or about December 4, 2017, defendant
13 GHAREHBAGLOO offered to send customers "a picture of the official
14 unlock tool" to assure them that defendants KHUДАVERDYAN and
15 GHAREHBAGLOO had access to T-Mobile's official unlock tool.

16 Overt Act No. 40: On or about December 5, 2017, defendant
17 GHAREHBAGLOO modified a document called "STORE," which contained a
18 list of approximately 126 T-Mobile stores located in southern
19 California with a notation next to each store, including the word
20 "ok" next to the entry for the Burbank T-Mobile.

21 Overt Act No. 41: On or about December 8, 2017, using coded
22 language, defendant GHAREHBAGLOO messaged "Yes we will clean"
23 to a customer who asked whether defendants KHUДАVERDYAN and
24 GHAREHBAGLOO could "unlock lost/stolen [phones]."

25 Overt Act No. 42: On or about December 10, 2017, using coded
26 language, defendant KHUДАVERDYAN messaged the individual associated
27 with unlockblock.com that he had T-Mobile employee credentials and
28

1 "just need[ed] access to [T-Mobile's] network" in order to perform
2 phone unlocks.

3 Overt Act No. 43: On or about December 12, 2017, defendant
4 GHAREHBAGLOO messaged defendant KHUDAVERDYAN with the suggestion that
5 defendant KHUDAVERDYAN "just transfer [defendant GHAREHBAGLOO's]
6 money to [defendant KHUDAVERDYAN's] bank and write [defendant
7 GHAREHBAGLOO] a check" because defendant GHAREHBAGLOO "really
8 [did]n't want to call PayPal" because "It will open up Pandora's
9 box."

10 Overt Act No. 44: On or about January 20, 2018, defendant
11 KHUDAVERDYAN used the employee credentials of the T-Mobile employee
12 with the initials W.G. to access T-Mobile's internal network and
13 unlock one T-Mobile IMEI number.

14 Overt Act No. 45: On or about February 1, 2018, defendant
15 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a list of approximately
16 134 IMEI numbers.

17 Overt Act No. 46: On or about February 10, 2018, using coded
18 language, defendant KHUDAVERDYAN messaged defendant GHAREHBAGLOO that
19 he had a Python script to perform cell phone unlocks, and defendant
20 GHAREHBAGLOO responded that he wanted to "test it" by installing it
21 on their computer.

22 Overt Act No. 47: On or about March 10, 2018, defendant
23 KHUDAVERDYAN emailed a potential customer and stated: "Do you have
24 stock that you need unlocked? I can Help you move your stock if you
25 need Unlocking help."

26 Overt Act No. 48: On or about March 10, 2018, defendant
27 KHUDAVERDYAN emailed a potential customer and stated: "Do you guys
28 still need to unlock iPhones?? I can still help you out if you

1 interested in Unlocking iPhones. We specialize in T-Mobile, Metro
2 and AT&T at the current moment."

3 Overt Act No. 49: On or about March 11, 2018, defendant
4 KHUDAVERDYAN used the employee credentials of the T-Mobile employee
5 with the initials S.G. to access T-Mobile's internal network and
6 unlock one T-Mobile IMEI number.

7 Overt Act No. 50: On or about March 12, 2018, defendant
8 KHUDAVERDYAN advertised on the internet that one of his and defendant
9 GHAREHBAGLOO's companies, Swift Solutions, "offer[s] Bulk cell phone
10 unlocking services for Wholesalers."

11 Overt Act No. 51: On or about April 3, 2018, defendant
12 KHUDAVERDYAN emailed a potential customer and stated: "I can help you
13 to unlock all the iPhones if you are interested. We have the
14 cheapest and fastest services worldwide."

15 Overt Act No. 52: On or about April 5, 2018, defendants
16 KHUDAVERDYAN and GHAREHBAGLOO accessed the Wi-Fi access point of the
17 Burbank T-Mobile by causing Individual A to sit within approximately
18 five feet of the store (because the range of the access point was
19 approximately 20 to 30 feet) with a device that enabled their access.

20 Overt Act No. 53: On or about April 5, 2018, defendants
21 KHUDAVERDYAN and GHAREHBAGLOO unlocked or attempted to unlock
22 approximately 1,561 T-Mobile IMEI numbers.

23 Overt Act No. 54: On or about April 5, 2018, defendant
24 KHUDAVERDYAN, using the PayPal account ending in 7206, paid
25 Individual A approximately \$200 for providing him and defendant
26 GHAREHBAGLOO access to the Burbank T-Mobile's Wi-Fi access point.

27 Overt Act No. 55: On or about April 17, 2018, defendant
28 KHUDAVERDYAN forwarded to defendant GHAREHBAGLOO an email from

1 Customer A with a spreadsheet named "LOCKED METRO PCS AND T-MOBILE
2 PHONES FOR [Customer A's first name]" containing approximately 635 T-
3 Mobile IMEI numbers and 694 MetroPCS IMEI numbers.

4 Overt Act No. 56: On or about April 17, 2018, defendant
5 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a document named
6 "[Customer A's first name] Invoice.pdf," which was an invoice for
7 approximately \$12,070.50 (at a per-unit price of \$6.50) from Top Tier
8 Solutions Inc. for approximately 1,857 IMEI numbers that were
9 successfully unlocked.

10 Overt Act No. 57: On or about April 17, 2018, defendant
11 KHUDAVERDYAN emailed Customer A the invoice prepared by defendant
12 GHAREHBAGLOO for approximately \$12,070.50 for the successful
13 unlocking of approximately 1,857 IMEI numbers.

14 Overt Act No. 58: On or about April 18, 2018, defendants
15 KHUDAVERDYAN and GHAREHBAGLOO received in their Wells Fargo joint
16 business account for Top Tier Solutions Inc. ending in 5549
17 approximately \$12,070.50 from Customer A.

18 Overt Act No. 59: Between on or about April 18 and 25, 2018,
19 using coded language, defendant KHUDAVERDYAN agreed with a customer
20 to unlock 1,000 and then an additional 5,000 cell phones, and the
21 customer followed up after defendant KHUDAVERDYAN confirmed the cell
22 phones had been submitted for unlocking with the following: "It's
23 been 7 days, China keeps asking for unlocking updates."

24 Overt Act No. 60: On or about April 18, 2018, defendants
25 KHUDAVERDYAN and GHAREHBAGLOO accessed the Wi-Fi access point of the
26 Burbank T-Mobile by causing Individual A to sit within approximately
27 ten to 15 feet of the store with a device that enabled their access.
28

1 Overt Act No. 61: On or about April 18, 2018, defendants
2 KHUДАVERDYAN and GHAREHBAGLOO unlocked and attempted to unlock
3 approximately 1,492 T-Mobile IMEI numbers.

4 Overt Act No. 62: On or about April 20, 2018, defendant
5 KHUДАVERDYAN quoted a customer a per-unit price of \$55 to unlock
6 approximately 248 T-Mobile IMEI numbers.

7 Overt Act No. 63: On or about April 21, 2018, defendant
8 KHUДАVERDYAN, using the PayPal account ending in 7206, paid
9 Individual A approximately \$500 for providing him and defendant
10 GHAREHBAGLOO access to Burbank T-Mobile's Wi-Fi access point.

11 Overt Act No. 64: On or about April 21, 2018, defendant
12 KHUДАVERDYAN, using the Mass Payment feature of his PayPal account
13 ending in 7206, paid Individual A approximately \$643 for providing
14 him and defendant GHAREHBAGLOO access to Burbank T-Mobile's Wi-Fi
15 access point.

16 Overt Act No. 65: On or about April 24, 2018, defendant
17 KHUДАVERDYAN received an email from Customer A confirming payment for
18 the successful unlocking of approximately 1,857 IMEI numbers.

19 Overt Act No. 66: On or about April 24, 2018, defendant
20 KHUДАVERDYAN emailed Customer A an invoice in the amount of \$3,334.50
21 for the successful unlocking of approximately 513 IMEI numbers.

22 Overt Act No. 67: From on or about April 24, 2018, through on
23 or about April 25, 2018, defendants KHUДАVERDYAN and GHAREHBAGLOO
24 accessed the Wi-Fi access point of the Burbank T-Mobile by causing
25 Individual A to sit within approximately ten to 15 feet of the store
26 with a device that enabled their access.

27 Overt Act No. 68: From on or about April 24, 2018, through on
28 or about April 25, 2018, defendants KHUДАVERDYAN and GHAREHBAGLOO

1 unlocked or attempted to unlock approximately 4,242 T-Mobile IMEI
2 numbers.

3 Overt Act No. 69: On or about April 25, 2018, defendant
4 KHUДАVERDYAN emailed Customer A an invoice for approximately
5 \$14,241.50 from Top Tier Solutions Inc. for the successful unlocking
6 of approximately 2,191 IMEI numbers, with follow-up instructions for
7 an additional approximately 2,002 IMEI numbers that were not
8 successfully unlocked.

9 Overt Act No. 70: On or about April 25, 2018, defendants
10 KHUДАVERDYAN and GHAREHBAGLOO received in their Wells Fargo joint
11 business account for Top Tier Solutions Inc. ending in 5549
12 approximately \$3,334.50 from Customer A.

13 Overt Act No. 71: On or about April 30, 2018, defendant
14 KHUДАVERDYAN emailed a customer an invoice for approximately \$11,115
15 (at a discounted per-unit price of \$45) from Top Tier Solutions Inc.
16 for approximately 247 T-Mobile IMEI numbers that were successfully
17 unlocked.

18 Overt Act No. 72: On or about May 3, 2018, defendant
19 KHUДАVERDYAN received via email from a customer a spreadsheet named
20 "T-Mobile iPhone List 5-3" containing approximately 972 T-Mobile IMEI
21 numbers.

22 Overt Act No. 73: On or about May 8, 2018, defendants
23 KHUДАVERDYAN and GHAREHBAGLOO received in their Wells Fargo joint
24 business account for Top Tier Solutions Inc. ending in 5549
25 approximately \$7,000 from Customer A.

26 Overt Act No. 74: On or about May 9, 2018, defendant
27 GHAREHBAGLOO emailed defendant KHUДАVERDYAN a spreadsheet named
28

1 "T_M_Unlock_05_09_2018" containing approximately 1,881 T-Mobile IMEI
2 numbers.

3 Overt Act No. 75: On or about May 14, 2018, defendant
4 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named
5 "T_M_Unlocks_5_14_2018" containing approximately 625 T-Mobile IMEI
6 numbers.

7 Overt Act No. 76: On or about May 17, 2018, defendant
8 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named
9 "T_M_Unlocks_5_17_2018" containing approximately 152 T-Mobile IMEI
10 numbers.

11 Overt Act No. 77: On or about May 17, 2018, defendant
12 KHUDAVERDYAN emailed to a potential customer the following
13 advertisement for his unlocking services: "Whether the iPhone is
14 clean, financed, blocked or leased, we can perform convenient,
15 factory-grade unlocks on all iPhone and iPad devices that have been
16 iCloud locked without voiding your phone's warranty. We've been
17 unlocking cell phones for years, and our specialty is in providing
18 competitive, iCloud unlocking services and Clean/Financed T-Mobile
19 iPhone services Unlike other companies that use 'hacking
20 unlock' with the possibility of your iPhone being re-locked in the
21 future, our T-mobile unlock is Official and directly through Apple
22 and T-mobile."

23 Overt Act No. 78: On or about May 18, 2018, defendant
24 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named
25 "T_M_Unlocks_5_18_2018" containing approximately 505 T-Mobile IMEI
26 numbers.

27 Overt Act No. 79: On or about May 21, 2018, defendant
28 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named

1 "T_M_Unlocks_5_21_2018_626PC" containing approximately 626 T-Mobile
2 IMEI numbers with the message "Todays Orders."

3 Overt Act No. 80: On or about May 29, 2018, defendant
4 GHAREHBAGLOO searched the internet for the term "t-mobile block
5 checker."

6 Overt Act No. 81: On or about May 29, 2018, defendant
7 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named
8 "T_M_Unlocks_5_29_2018_821PC" containing approximately 821 T-Mobile
9 IMEI numbers.

10 Overt Act No. 82: On or about June 1, 2018, defendant
11 KHUDAVERDYAN used the employee credentials of the T-Mobile employee
12 with the initials J.B. to access T-Mobile's internal network and
13 unlock one T-Mobile IMEI number.

14 Overt Act No. 83: On or about June 12, 2018, defendant
15 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named
16 "T_M_Unlocks_6_12_2018" containing approximately 2,056 T-Mobile IMEI
17 numbers and asked: "[D]o you want to ask the buyers if they want to
18 cancel or should we just submit the orders?"

19 Overt Act No. 84: On or about June 21, 2018, defendant
20 GHAREHBAGLOO emailed defendant KHUDAVERDYAN a spreadsheet named
21 "T_M_Unlocks_6_21_2018_1532PC" containing approximately 1,532 T-
22 Mobile IMEI numbers and stated: "HERE IS THE LIST."

23 Overt Act No. 85: On or about August 20, 2018, defendant
24 GHAREHBAGLOO sent defendant KHUDAVERDYAN an email containing a
25 document named "TM_Unlocks_8_20_2018," which listed approximately
26 1,131 IMEI numbers and phone types.

1 Overt Act No. 86: On or about November 24, 2018, defendant
2 GHAREHBAGLOO searched the internet for the term "remote software
3 unlocking."

4 Overt Act No. 87: From at least on or about November 28, 2018,
5 through on or about January 18, 2019, defendant GHAREHBAGLOO operated
6 the website skyviewfta.com, which advertised "Samsung Sim Unlocking
7 Software Tool. Remotely unlock your Samsung phone to work with ANY*
8 carrier."

9 Overt Act No. 88: On or about December 10, 2018, defendant
10 GHAREHBAGLOO sent a customer an email with the subject line
11 "TM_Unlock_Request 12/10/2018" and attached a spreadsheet named
12 "TM_Unlock_12_11_2018," which contained approximately 1,188 iPhone
13 IMEI numbers and a price next to each one, all of which totaled
14 approximately \$37,652.50.

15 Overt Act No. 89: On or about December 28, 2018, defendant
16 GHAREHBAGLOO modified a document named "2018 Counts," which
17 calculated that defendants KHUDAVERDYAN and GHAREHBAGLOO's "TOTAL
18 Combined Profit 2018" for their unlocking business was approximately
19 \$6,904,050.84, consisting of approximately \$3,452,042.91 in profit
20 for defendant KHUDAVERDYAN and approximately \$3,452,007.92 in profit
21 for defendant GHAREHBAGLOO.

22 Overt Act No. 90: On or about January 6, 2019, defendant
23 GHAREHBAGLOO created images of documents that were being edited with
24 the following text: "Dear T-Mobile Retail Sales Associate, [¶] As
25 part of our security protocol we require you to verify your contact
26 information, please log in to your account and confirm all contact
27 information is correct and updated" and "Dear T-Mobile account
28 Manager [¶] As part of our Quarterly Procudure we require all T-

1 Mobile Mangers to verify there contact information. Please log in to
2 your account and confirm all contact information is correct and
3 updated. [¶] Thank you for your time and service with T-Mobile.”

4 Overt Act No. 91: On or about January 9, 2019, defendant
5 GHAREHBAGLOO, using coded language, messaged a potential customer
6 and, in response to the question, “does your tmobile iphone service
7 support fraud too?” answered, “Yes All supported.”

8 Overt Act No. 92: On or about January 19, 2019, defendant
9 GHAREHBAGLOO inquired of a potential customer: “Do you need tmobile
10 unbarring” and messaged, “we will start unbarring premium 24 hours.”

11 Overt Act No. 93: On or about January 20, 2019, defendant
12 GHAREHBAGLOO, using coded language, messaged a customer the
13 following: “i think my clients are splitting orders[;] they are
14 sending some [T-Mobile IMEIs] to your dealers [Defendant
15 KHU DAVERDYAN’s] accountant said not to do wash[;] you pay [defendant
16 KHU DAVERDYAN] and he pays you back.”

COUNTS TWO THROUGH FOUR

[18 U.S.C. §§ 1343, 2(a)]

1
2
3 1. The Grand Jury hereby realleges and incorporates by
4 reference paragraphs 1 through 19 and 21 through 22 of Count One of
5 this Indictment as though fully set forth herein.

6 A. THE SCHEME TO DEFRAUD

7 2. Beginning not later than on or about August 26, 2014, and
8 continuing through on or about January 20, 2019, in Los Angeles
9 County, within the Central District of California, and elsewhere,
10 defendants KHUDAVERDYAN and GHAREHBAGLOO, each aiding and abetting
11 the other, together with others known and unknown to the Grand Jury,
12 knowingly and with intent to defraud, devised, participated in, and
13 executed a scheme to defraud T-Mobile and defendants KHUDAVERDYAN and
14 GHAREHBAGLOO's customers as to material matters, and to obtain money
15 and property by means of material false and fraudulent pretenses,
16 representations, and promises, and the concealment of material facts.

17 3. The scheme operated, in substance, as set forth in
18 paragraphs 1 through 19 and 21 through 22 of Count One of this
19 Indictment.

20 B. USE OF WIRES

21 4. On or about the following dates, in Los Angeles County,
22 within the Central District of California, and elsewhere, defendants
23 KHUDAVERDYAN and GHAREHBAGLOO, for the purpose of executing the
24 above-described scheme to defraud, transmitted and caused the
25 transmission of the following items by means of wire communication in
26 interstate and foreign commerce:

COUNT	DATE	INTERSTATE WIRING
COUNT TWO	12/16/2016	Phishing email from defendant KHU DAVERDYAN sent by means of an interstate and foreign wire, an email account in the name of the T-Mobile employee with the initials M.M. housed at T-Mobile, to T-Mobile employees, including the employees with the initials M.G. and F.Z., containing a link that, when clicked on, redirected the user to the domain verifying-mail.us controlled by defendant KHU DAVERDYAN, which requested the T-Mobile employees to enter their employee credentials
COUNT THREE	5/17/2018	Email from defendant KHU DAVERDYAN sent by means of an interstate and foreign wire, an email account housed at Google, to a potential customer advertising defendant KHU DAVERDYAN's cell phone unlocking services, including boasting: "We've been unlocking cell phones for years," and falsely stating: "our T-mobile unlock is Official and directly through Apple and T-mobile"
COUNT FOUR	6/21/2018	Email from defendant GHAREHBAGLOO sent by means of an interstate and foreign wire, an email account housed at Google, to defendant KHU DAVERDYAN, attaching a spreadsheet named "T_M_Unlocks_6_21_2018_1532PC" containing approximately 1,532 T-Mobile IMEI numbers

COUNT FIVE

[18 U.S.C. §§ 1344(2); 2(a)]

A. THE SCHEME TO DEFRAUD

1. Beginning on a date unknown to the Grand Jury but no later than May 9, 2017, and continuing through at least on or about June 23, 2017, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudavl" ("KHUDAVERDYAN") and ALEN GHAREHBAGLOO, aka "agharehl" ("GHAREHBAGLOO"), each aiding and abetting the other, together with others known and unknown to the Grand Jury, knowingly and with intent to defraud, executed and attempted to execute a scheme to obtain monies, funds, and other property owned by and in the custody and control of Chase, by means of material false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

2. The scheme operated, in substance, as follows:

a. Defendants KHUDAVERDYAN and GHAREHBAGLOO would falsely aver that the purchase of the house located at 512 S. Via Montana, Burbank, California 91501 (the "Via Montana Residence") was for defendant GHAREHBAGLOO to live in as his primary residence.

b. Defendants KHUDAVERDYAN and GHAREHBAGLOO would falsely represent to Chase that the money transferred by defendant KHUDAVERDYAN for the purchase of the Via Montana Residence was a gift for his "cousin" defendant GHAREHBAGLOO.

c. Defendant KHUDAVERDYAN and not defendant GHAREHBAGLOO would live in the Via Montana Residence as his primary residence.

1 B. THE EXECUTION OF THE FRAUDULENT SCHEME

2 3. On or about June 21, 2017, in Los Angeles County, within
3 the Central District of California, and elsewhere, defendants
4 KHUDAVERDYAN and GHAREHBAGLOO committed the following act, which
5 constituted an execution and attempted execution of the fraudulent
6 scheme: Defendant GHAREHBAGLOO signed a Uniform Residential Loan
7 Application in conjunction with the purchase of the Via Montana
8 Residence averring that it would be his primary residence and that
9 his assets included a "gift" of \$613,260.84, when in fact the Via
10 Montana Residence was to be defendant KHUDAVERDYAN's primary
11 residence and the \$613,260.84 was not a gift to defendant
12 GHAREHBAGLOO.

COUNT SIX

[18 U.S.C. § 1030(a)(2)(C), (c)(2)(B)(i), (c)(2)(B)(ii)]

On or about December 16, 2016, in Los Angeles County, within the Central District of California, and elsewhere, defendant ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN"), intentionally accessed without authorization and exceeded authorized access of a computer, and thereby obtained information from a protected computer, as that term is defined in Title 18, United States Code, Section 1030(e)(2)(B), that is, from the email server(s) of T-Mobile US, Inc., for the purpose of private financial gain and in furtherance of a criminal act, to wit, conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349.

COUNT SEVEN

[18 U.S.C. § 1030(a)(4), (c)(3)(A); 18 U.S.C. § 2(a)]

Between on or about April 5, 2018, and on or about April 25, 2018, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN") and ALEN GHAREHBAGLOO, aka "aghareh1" ("GHAREHBAGLOO"), each aiding and abetting the other and other persons known and unknown to the Grand Jury in doing so, knowingly and with intent to defraud accessed and attempted to access a protected computer, as that term is defined in Title 18, United States Code, Section 1030(e)(2), that is, the computer server(s) of T-Mobile US, Inc., without authorization, and by means of such conduct furthered defendants KHUDAVERDYAN and GHAREHBAGLOO's intended fraud and obtained a thing of value, including specifically \$26,312.

COUNT EIGHT

[18 U.S.C. § 1030(a)(4), (c)(3)(A)]

Between on or about November 6, 2017, and on or about November 13, 2017, in Los Angeles County, within the Central District of California, and elsewhere, defendant ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN") knowingly and with intent to defraud accessed and attempted to access a protected computer, as that term is defined in Title 18, United States Code, Section 1030(e)(2), that is, the computer server(s) of T-Mobile US, Inc., without authorization, and by means of such conduct furthered defendant KHUDAVERDYAN's intended fraud and obtained a thing of value, including specifically \$82,648.50.

COUNT NINE

[18 U.S.C. § 1956(h)]

A. OBJECTS OF THE CONSPIRACY

1. Beginning on a date unknown to the Grand Jury but no later than August 24, 2016, and continuing through on or about January 20, 2019, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN") and ALEN GHAREHBAGLOO, aka "aghareh1" ("GHAREHBAGLOO"), together with others known and unknown to the Grand Jury, knowingly combined, conspired, and agreed:

a. to conduct financial transactions, knowing that the property involved in the financial transactions represented the proceeds of some form of unlawful activity, which, in fact, involved the proceeds of specific unlawful activity, namely, conspiracy to commit wire fraud, in violation of United States Code, Section 1349, and knowing that the transactions were designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds, in violation of Title 18, United States Code, Section 1956(a)(1)(B)(i); and

b. to conduct financial transactions in criminally derived property of a value greater than \$10,000, which was derived from specified unlawful activity, namely, conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349, and knowing the funds represented the proceeds of some form of unlawful activity, in violation of Title 18, United States Code, Section 1957.

1 B. MEANS BY WHICH THE OBJECTS OF THE CONSPIRACY WERE TO BE
2 ACCOMPLISHED

3 2. The objects of the conspiracy were carried out, and to be
4 carried out, in substance, as follows:

5 a. Defendants KHU DAVERDYAN and GHAREHBAGLOO purchased
6 real estate in their own names and in others' names.

7 b. Defendants KHU DAVERDYAN and GHAREHBAGLOO purchased
8 luxury goods such as vehicles and watches.

9 c. Defendants KHU DAVERDYAN and GHAREHBAGLOO made
10 withdrawals, each more than \$10,000 from PayPal Inc. ("PayPal") and
11 bank accounts they each controlled individually and jointly.

12 C. OVERT ACTS

13 3. On or about the following dates, in furtherance of the
14 conspiracy, and to accomplish its objects, defendants KHU DAVERDYAN
15 and GHAREHBAGLOO and others known and unknown to the Grand Jury,
16 committed and willfully caused others to commit the following overt
17 acts, among others, in the Central District of California, and
18 elsewhere:

19 Overt Act No. 1: From on or about August 2, 2016, through on
20 or about September 20, 2018, defendant KHU DAVERDYAN made at least 55
21 transfers, each \$10,000 or over, totaling approximately \$4,060,000
22 from his PayPal account ending in 7206 to his Chase account ending in
23 6783.

24 Overt Act No. 2: On or about May 9, 2017, defendant
25 KHU DAVERDYAN transferred approximately \$37,500 from his J.P. Morgan
26 Chase & Co. ("Chase") account ending in 6783 to Inter Valley Escrow
27 for the purchase of the house located at 512 S. Via Montana in
28 Burbank, California (the "Via Montana Residence").

1 Overt Act No. 3: On or about May 9, 2017, defendants
2 KHUДАVERDYAN and GHAREHBAGLOO both signed a gift letter in connection
3 with the purchase of the Via Montana Residence asserting that
4 defendant KHUДАVERDYAN's transfer of \$37,500 was a "gift" for his
5 "cousin" defendant GHAREHBAGLOO, who is not defendant KHUДАVERDYAN's
6 cousin.

7 Overt Act No. 4: On or about May 23, 2017, defendant
8 GHAREHBAGLOO wrote a letter stating that he was "motivated" to buy
9 the Via Montana Residence because his work is "internet based" so he
10 "work[s] from home," and he "will be closer to family and friends"
11 and "will be living in a bigger house."

12 Overt Act No. 5: On or about June 19, 2017, defendant
13 KHUДАVERDYAN transferred approximately \$613,260.84 from his Chase
14 account ending in 6783 to Inter Valley Escrow for the purchase of the
15 Via Montana Residence.

16 Overt Act No. 6: On or about June 19, 2017, defendants
17 KHUДАVERDYAN and GHAREHBAGLOO again signed a gift letter in
18 connection with the purchase of the Via Montana Residence asserting
19 that defendant KHUДАVERDYAN's transfer of \$613,260.84 was a "gift"
20 for his "cousin" defendant GHAREHBAGLOO.

21 Overt Act No. 7: On or about June 21, 2017, defendant
22 GHAREHBAGLOO signed a Uniform Residential Loan Application in
23 conjunction with the purchase of the Via Montana Residence, on which
24 he averred that it would be his primary residence and that his assets
25 included a "gift" of \$613,260.84.

26 Overt Act No. 8: On or about December 6, 2017, defendant
27 KHUДАVERDYAN emailed his accountant and asked for documents needing
28 his signature to be sent to the Via Montana Residence.

1 Overt Act No. 9: On or about December 26, 2017, defendant
2 KHUDAVERDYAN transferred approximately \$30,000 from his Chase account
3 ending in 6783 to First National Bank of Central Texas for the
4 purchase of a 2017 Land Rover Range Rover Sport sport utility
5 vehicle.

6 Overt Act No. 10: On or about January 25, 2018, defendant
7 GHAREHBAGLOO transferred approximately \$27,500 from his and defendant
8 KHUDAVERDYAN's Wells Fargo Bank ("Wells Fargo") joint business
9 account for Top Tier Solutions Inc. ending in 5549 to Wells Fargo for
10 the lease of a 2017 Mercedes-Benz S 63 AMG® coupe.

11 Overt Act No. 11: On or about January 31, 2018, defendant
12 KHUDAVERDYAN transferred approximately \$21,570 from his Chase account
13 ending in 6783 to Landmark Escrow for the purchase of the house
14 located at 19715 Eagle Ridge Lane, Northridge, California (the "Eagle
15 Ridge Residence").

16 Overt Act No. 12: On or about March 15, 2018, defendant
17 KHUDAVERDYAN transferred approximately \$374,561.56 from his Chase
18 account ending in 6783 to Landmark Escrow for the purchase of the
19 Eagle Ridge Residence.

20 Overt Act No. 13: On or about March 15, 2018, at 9:21 a.m.,
21 defendant KHUDAVERDYAN sent an email which stated: "House will be
22 rented 19715 Eagle Ridge Lane Northridge, CA 91326 This will be under
23 my sisters name. [Name redacted]. Call me for payment"

24 Overt Act No. 14: On or about March 15, 2018, at 9:27 a.m.,
25 defendant KHUDAVERDYAN sent another email and stated: "[Name
26 redacted] Sorry what I meant to say is I'm buying the house for my
27 sister, she will be living there"

28

1 Overt Act No. 15: On or about May 1, 2018, defendant
2 KHUДАVERDYAN transferred approximately \$32,157.50 from his PayPal
3 account ending in 7206 to Beverly Hills Watch Company for the
4 purchase of an Audemars Piguet Royal Oak watch.

5 Overt Act No. 16: On or about June 14, 2018, defendant
6 KHUДАVERDYAN emailed the Assistant Planner for the City of Burbank
7 and stated that he was the owner of the Via Montana Residence.

8 Overt Act No. 17: On or about June 21, 2018, defendants
9 KHUДАVERDYAN and GHAREHBAGLOO received an email from defendant
10 GHAREHBAGLOO's wife, who was the real estate agent for the purchase
11 of the Eagle Ridge Residence, with the subject line "Lease
12 agreement," which attached a document that stated: "Agreement between
13 [defendant KHUДАVERDYAN's sister], Owner(s), and Alen Gharehbagloo,
14 tenant(s), for a dwelling located at 19715 eagle ridge lane
15 Northridge ca 91326 (location). Tenant(s) agree to rent this
16 dwelling on a month-to-month basis for \$12,900 per month"

17 Overt Act No. 18: On or about July 12, 2018, defendant
18 KHUДАVERDYAN transferred approximately \$64,124.30 from his PayPal
19 account ending in 7206 to Creative Bespoke to lease a 2014 Ferrari
20 458 coupe.

21 Overt Act No. 19: On or about September 13, 2018, defendant
22 GHAREHBAGLOO transferred approximately \$16,500 from his Wells Fargo
23 account ending in 7435 to Ticor Title Company for the purchase of the
24 business property located 207 West Alameda Avenue, Unit 203, Burbank,
25 California 91502 (the "West Alameda Business").

26 Overt Act No. 20: On or about September 28, 2018, defendant
27 GHAREHBAGLOO withdrew \$162,753.61 from his Wells Fargo account ending
28

1 in 7435 in a cashier's check to pay Ticor Title Company for the
2 purchase of the West Alameda Business.

3 Overt Act No. 21: On or about December 10, 2018, defendant
4 GHAREHBAGLOO transferred approximately \$84,000 from his Wells Fargo
5 account ending in 7435 to Inter Valley Escrow for the purchase of the
6 house located at 1435 El Vago Street, La Cañada Flintridge,
7 California 91011 (the "La Cañada Flintridge Residence").

8 Overt Act No. 22: On or about December 13, 2018, defendant
9 GHAREHBAGLOO transferred approximately \$750,000 from his Wells Fargo
10 account ending in 7435 to Inter Valley Escrow for the purchase of the
11 La Cañada Flintridge Residence.

12 Overt Act No. 23: On or about December 24, 2018, defendant
13 GHAREHBAGLOO transferred approximately \$750,000 from his Wells Fargo
14 account ending in 7435 to Inter Valley Escrow for the purchase of the
15 La Cañada Flintridge Residence.

16 Overt Act No. 24: On or about December 26, 2018, defendant
17 GHAREHBAGLOO transferred approximately \$685,205 from his US Bank
18 account ending in 4146 to Inter Valley Escrow for the purchase of the
19 La Cañada Flintridge Residence.

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COUNTS TEN THROUGH ELEVEN

[18 U.S.C. §§ 1956(a)(1)(B)(i), 2(a)]

On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN") and ALEN GHAREHBAGLOO, aka "aghareh1" ("GHAREHBAGLOO"), each aiding and abetting the other, together with others known and unknown to the Grand Jury, conducted the financial transactions described below, knowing that the property involved represented the proceeds of some form of unlawful activity, which transactions in fact involved the proceeds of specified unlawful activity, namely, conspiracy to commit wire fraud, in violation of 18 U.S.C. § 1349, and wire fraud, in violation of 18 U.S.C. § 1343, and knowing that each of the transactions was designed in whole and in part to conceal and disguise the nature, location, source, ownership, and control of the proceeds of such specified unlawful activity:

COUNT	DATE	TRANSACTION
COUNT TEN	5/9/2017	Transfer of approximately \$37,500 from defendant KHUDAVERDYAN's J.P. Morgan Chase & Co. ("Chase") account ending in 6783 to Inter Valley Escrow's City National Bank account ending in 2397 on behalf of defendant GHAREHBAGLOO for the purchase of the real property located at 512 S. Via Montana, Burbank, California 91501 (the "Via Montana Residence")
COUNT ELEVEN	6/19/2017	Transfer of approximately \$613,260.84 from defendant KHUDAVERDYAN's Chase account ending in 6783 to Inter Valley Escrow's City National Bank account ending in 2397 on behalf of defendant GHAREHBAGLOO for the purchase of the Via Montana Residence

COUNTS TWELVE THROUGH THIRTEEN

[18 U.S.C. §§ 1957(a), 2(a)]

On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendants ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudavl" ("KHUDAVERDYAN") and ALEN GHAREHBAGLOO, aka "agharehl" ("GHAREHBAGLOO"), each aiding and abetting the other, knowingly engaged in a monetary transaction, in and affecting interstate commerce, in criminally derived property of a value greater than \$10,000, by making the following transfers, such property having been derived from specified unlawful activity, namely, conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349, knowing that the funds involved represented the proceeds of some form of unlawful activity:

COUNT	DATE	TRANSFER
COUNT TWELVE	5/9/2017	Transfer of approximately \$37,500 from defendant KHUDAVERDYAN's J.P. Morgan Chase & Co. ("Chase") account ending in 6783 to Inter Valley Escrow's City National Bank account ending in 2397 for the purchase of the real property located at 512 S. Via Montana, Burbank, California 91501 (the "Via Montana Residence")
COUNT THIRTEEN	6/19/2017	Transfer of approximately \$613,260.84 from defendant KHUDAVERDYAN's Chase account ending in 6783 to Inter Valley Escrow's City National Bank account ending in 2397 for the purchase of the Via Montana Residence

COUNTS FOURTEEN THROUGH SIXTEEN

[18 U.S.C. § 1957(a)]

On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant ARGISHTI KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka "akhudav1" ("KHUDAVERDYAN") knowingly engaged in a monetary transaction, in and affecting interstate commerce, in criminally derived property of a value greater than \$10,000, by making the following transfers, such property having been derived from specified unlawful activity, namely, conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349, knowing that the funds involved represented the proceeds of some form of unlawful activity:

COUNT	DATE	TRANSFER
COUNT FOURTEEN	12/17/2017	Transfer of approximately \$30,000 from defendant KHUDAVERDYAN's J.P. Morgan Chase & Co. ("Chase") account ending in 6783 to First National Bank of Central Texas account ending in 2637 for the purchase of a 2017 Land Rover Range Rover Sport sport utility vehicle with vehicle identification number SALWZ2FE6HA147419
COUNT FIFTEEN	1/31/2018	Transfer of approximately \$21,570 from defendant KHUDAVERDYAN's Chase account ending in 6783 to Landmark Escrow's East West Bank account ending in 5649 for the purchase of the real property located at 19715 Eagle Ridge Lane, Northridge, California 91326 (the "Eagle Ridge Residence")
COUNT SIXTEEN	3/15/2018	Transfer of approximately \$374,561.56 from defendant KHUDAVERDYAN's Chase account ending in 6783 to Landmark Escrow's East West Bank account ending in 5649 for the purchase of the Eagle Ridge Residence

COUNTS SEVENTEEN THROUGH TWENTY

[18 U.S.C. § 1957(a)]

On or about the following dates, in Los Angeles County, within the Central District of California, and elsewhere, defendant ALEN GHAREHBAGLOO, also known as "aghareh1" ("GHAREHBAGLOO") knowingly engaged in a monetary transaction, in and affecting interstate commerce, in criminally derived property of a value greater than \$10,000, by making the following transfers, such property having been derived from specified unlawful activity, namely, conspiracy to commit wire fraud, in violation of Title 18, United States Code, Section 1349, knowing that the funds involved represented the proceeds of some form of unlawful activity:

COUNT	DATE	TRANSFER
COUNT SEVENTEEN	1/25/2018	Transfer of approximately \$27,500 from defendant GHAREHBAGLOO's Wells Fargo Bank ("Wells Fargo") joint business account for Top Tier Solutions Inc. ending in 5549 to Wells Fargo account ending in 7380 for the lease of a 2017 Mercedes-Benz S 63 AMG® coupe with vehicle identification number WDDXJ7JB5HA032216
COUNT EIGHTEEN	12/13/2018	Transfer of approximately \$750,000 from defendant GHAREHBAGLOO's Wells Fargo account ending in 7435 to Inter Valley Escrow's City National Bank account ending in 8671 for the purchase of the real property located at 1435 El Vago Street, La Cañada Flintridge, California 91011 (the "La Cañada Flintridge Residence")
COUNT NINETEEN	12/24/2018	Transfer of approximately \$750,000 from defendant GHAREHBAGLOO's Wells Fargo Bank account ending in 7435 to Inter Valley Escrow's City National Bank account ending in 8671 for the purchase of the La Cañada Flintridge Residence

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COUNT	DATE	TRANSFER
COUNT TWENTY	12/26/2018	Transfer of approximately \$685,205 from defendant GHAREHBAGLOO's U.S. Bank account ending in 4146 to Inter Valley Escrow's City National Bank account ending in 8671 for the purchase of the La Cañada Flintridge Residence

COUNT TWENTY-ONE

[18 U.S.C. § 1028A(a)(1)]

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3 On or about April 22, 2016, in Los Angeles County, within the
4 Central District of California, and elsewhere, defendant ARGISHTI
5 KHUDAVERDYAN, also known as ("aka") "Argo," aka "George Gale," aka
6 "akhudav1" ("KHUDAVERDYAN") knowingly transferred, possessed, and
7 used, without lawful authority, means of identification that
8 defendant KHUDAVERDYAN knew belonged to another person, that is, the
9 unique employee number and last four digits of the Social Security
10 number of victim C.R., during and in relation to the offense of
11 Conspiracy to Commit Wire Fraud, a felony violation of Title 18,
12 United States Code, Section 1349, as charged in Count One of this
13 Indictment.
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FORFEITURE ALLEGATION ONE

[18 U.S.C. § 981(a)(1)(C)]

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3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 981(a)(1)(C) and Title 28, United States
7 Code, Section 2461(c), in the event of any defendant's conviction of
8 the offenses set forth in any of Counts One through Four of this
9 Indictment.

10 2. Any defendant so convicted shall forfeit to the United
11 States of America the following property:

12 a. All right, title and interest in any and all property,
13 real or personal, constituting, or derived from, any proceeds
14 traceable to the offense, including but not limited to the following:

- 15 • Real property commonly known as 19715 Eagle Ridge
16 Lane, Los Angeles, California 91326 (APN 2701-013-
17 080);
- 18 • Real property commonly known as 512 South Via
19 Montana, Burbank, California 91501 (APN 5608-002-
20 023) (the "Via Montana Residence");
- 21 • Real property commonly known as 1435 El Vago
22 Street, La Cañada Flintridge, California 91011 (APN
23 5864-018-005);
- 24 • Real property commonly known as 207 West Alameda
25 Avenue, Unit 203, Burbank, California 91502 (APN
26 2451-034-095);
- 27 • \$433,687.55 seized from PayPal account ending in
28 7206;

- 1 • \$3,000 seized from PayPal account ending in 4961;
- 2 • \$435,178.53 seized from J.P. Morgan Chase & Co.
- 3 ("Chase") account ending in 6783;
- 4 • \$600,000 seized from Chase account ending in 7980;
- 5 • \$8,085.11 seized from PayPal account ending in
- 6 1813;
- 7 • \$519,700.69 seized from Wells Fargo Bank account
- 8 ending in 7435;
- 9 • \$250,000 seized from Wells Fargo Bank account
- 10 ending in 9967;
- 11 • \$12,740 in U.S. currency seized from the Via
- 12 Montana Residence; and
- 13 • One Rolex Sky-Dweller watch with serial number
- 14 58P174943 seized from the Via Montana Residence.

15 b. To the extent such property is not available for
16 forfeiture, a sum of money equal to the total value of the property
17 described in subparagraph a.

18 3. Pursuant to Title 21, United States Code, Section 853(p),
19 as incorporated by Title 28, United States Code, Section 2461(c), the
20 defendant shall forfeit substitute property, up to the total value of
21 the property described in the preceding paragraph if, as the result
22 of any act or omission of the defendant, the property described in
23 the preceding paragraph, or any portion thereof: (a) cannot be
24 located upon the exercise of due diligence; (b) has been transferred,
25 sold to or deposited with a third party; (c) has been placed beyond
26 the jurisdiction of the court; (d) has been substantially diminished
27 in value; or (e) has been commingled with other property that cannot
28 be divided without difficulty.

FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982(a)(2)(A)]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Section 982(a)(2), and Title 28, United States
7 Code, Section 2461(c), in the event of any defendant's conviction of
8 the offenses set forth in any of Count Five of this Indictment.

9 2. Any defendant so convicted shall forfeit to the United
10 States of America the following:

11 a. All right, title and interest in any and all property,
12 real or personal, constituting, or derived from, any proceeds
13 obtained, directly or indirectly, as a result of the offense,
14 including but not limited to the following:

- 15 • Real property commonly known as 512 South Via
16 Montana, Burbank, California 91501 (APN 5608-002-
17 023).

18 b. To the extent such property is not available for
19 forfeiture, a sum of money equal to the total value of the property
20 described in subparagraph a.

21 3. Pursuant to Title 21, United States Code, Section 853(p),
22 as incorporated by Title 18, United States Code, Section 982(b) and
23 Title 28, United States Code, Section 2461(c), any defendant so
24 convicted shall forfeit substitute property, up to the total value of
25 the property described in the preceding paragraph if, as the result
26 of any act or omission of said defendant, the property described in
27 the preceding paragraph, or any portion thereof: (a) cannot be
28 located upon the exercise of due diligence; (b) has been transferred,

1 sold to or deposited with a third party; (c) has been placed beyond
2 the jurisdiction of the court; (d) has been substantially diminished
3 in value; or (e) has been commingled with other property that cannot
4 be divided without difficulty.

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FORFEITURE ALLEGATION THREE

[18 U.S.C. §§ 982(a)(2)(B), 1030]

1 Pursuant to Rule 32.2 of the Federal Rules of Criminal
2 Procedure, notice is hereby given that the United States of America
3 will seek forfeiture as part of any sentence, pursuant to Title 18,
4 United States Code, Sections 982 and 1030 and Title 28, United States
5 Code, Section 2461(c) in the event of any defendant's conviction of
6 the offenses set forth in any of Counts Six through Eight of this
7 Indictment.
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10 2. Any defendant so convicted shall forfeit to the United
11 States of America the following:

12 a. All right, title and interest in any and all property,
13 real or personal, constituting, or derived from, any proceeds
14 obtained, directly or indirectly, as a result of the offense,
15 including but not limited to the following:

- 16 • Real property commonly known as 19715 Eagle Ridge
17 Lane, Los Angeles, California 91326 (APN 2701-013-
18 080);
- 19 • Real property commonly known as 512 South Via
20 Montana, Burbank, California 91501 (APN 5608-002-
21 023) (the "Via Montana Residence");
- 22 • Real property commonly known as 1435 El Vago
23 Street, La Cañada Flintridge, California 91011 (APN
24 5864-018-005);
- 25 • Real property commonly known as 207 West Alameda
26 Avenue, Unit 203, Burbank, California 91502 (APN
27 2451-034-095);

- 1 • \$433,687.55 seized from PayPal account ending in
- 2 7206;
- 3 • \$3,000 seized from PayPal account ending in 4961;
- 4 • \$435,178.53 seized from J.P. Morgan Chase & Co.
- 5 ("Chase") account ending in 6783;
- 6 • \$600,000 seized from Chase account ending in 7980;
- 7 • \$8,085.11 seized from PayPal account ending in
- 8 1813;
- 9 • \$519,700.69 seized from Wells Fargo Bank account
- 10 ending in 7435;
- 11 • \$250,000 seized from Wells Fargo Bank account
- 12 ending in 9967;
- 13 • \$12,740 in U.S. currency seized from the Via
- 14 Montana Residence; and
- 15 • One Rolex Sky-Dweller watch with serial number
- 16 58P174943 seized from the Via Montana Residence.

17 b. Any personal property used or intended to be used to
18 commit the offense; and

19 c. To the extent such property is not available for
20 forfeiture, a sum of money equal to the total value of the property
21 described in subparagraphs a and b.

22 3. Pursuant to Title 21, United States Code, Section 853(p),
23 as incorporated by Title 18, United States Code, Sections 982(b) and
24 1030(i), the defendant, if so convicted, shall forfeit substitute
25 property, up to the total value of the property described in the
26 preceding paragraph if, as the result of any act or omission of the
27 defendant, the property described in the preceding paragraph, or any
28 portion thereof: (a) cannot be located upon the exercise of due

1 diligence; (b) has been transferred, sold to or deposited with a
2 third party; (c) has been placed beyond the jurisdiction of the
3 court; (d) has been substantially diminished in value; or (e) has
4 been commingled with other property that cannot be divided without
5 difficulty.

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FORFEITURE ALLEGATION FOUR

[18 U.S.C. § 982(a)(1)]

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3 1. Pursuant to Rule 32.2(a) of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States will seek
5 forfeiture as part of any sentence, pursuant to Title 18, United
6 States Code, Section 982(a)(1) and Title 28, United States Code,
7 Section 2461(c), in the event of any defendant's conviction of the
8 offenses set forth in any of Counts Nine through Twenty of this
9 Indictment.

10 2. Any defendant so convicted shall forfeit to the United
11 States of America the following:

12 a. Any property, real or personal, involved in such
13 offense, and any property traceable to such property, including but
14 not limited to the following:

- 15 • Real property commonly known as 19715 Eagle Ridge
16 Lane, Los Angeles, California 91326 (APN 2701-013-
17 080);
- 18 • Real property commonly known as 512 South Via
19 Montana, Burbank, California 91501 (APN 5608-002-
20 023) (the "Via Montana Residence");
- 21 • Real property commonly known as 1435 El Vago
22 Street, La Cañada Flintridge, California 91011 (APN
23 5864-018-005);
- 24 • Real property commonly known as 207 West Alameda
25 Avenue, Unit 203, Burbank, California 91502 (APN
26 2451-034-095);
- 27 • \$433,687.55 seized from PayPal account ending in
28 7206;

- 1 • \$3,000 seized from PayPal account ending in 4961;
- 2 • \$435,178.53 seized from J.P. Morgan Chase & Co.
- 3 ("Chase") account ending in 6783;
- 4 • \$600,000 seized from Chase account ending in 7980;
- 5 • \$8,085.11 seized from PayPal account ending in
- 6 1813;
- 7 • \$519,700.69 seized from Wells Fargo Bank account
- 8 ending in 7435;
- 9 • \$250,000 seized from Wells Fargo Bank account
- 10 ending in 9967;
- 11 • \$12,740 in U.S. currency seized from the Via
- 12 Montana Residence; and
- 13 • One Rolex Sky-Dweller watch with serial number
- 14 58P174943 seized from the Via Montana Residence.

15 b. To the extent such property is not available for
16 forfeiture, a sum of money equal to the total value of the property
17 described in subparagraph a.

18 3. Pursuant to Title 21, United States Code, Section 853(p),
19 as incorporated by Title 18, United States Code, Section 982(b)(1),
20 and Title 18, United States Code, Section 982(b)(2), the defendant,
21 if so convicted, shall forfeit substitute property, if, by any act or
22 omission of the defendant, the property described in the preceding
23 paragraph, or any portion thereof: (a) cannot be located upon the
24 exercise of due diligence; (b) has been transferred, sold to, or
25 deposited with a third party; (c) has been placed beyond the
26 jurisdiction of the court; (d) has been substantially diminished in
27 value; or (e) has been commingled with other property that cannot be
28 divided without difficulty. Substitution of assets shall not be

1 ordered, however, where the convicted defendant acted merely as an
2 intermediary who handled but did not retain the property in the
3 course of the money laundering offense unless the defendant, in
4 committing the offense or offenses giving rise to the forfeiture,
5 conducted three or more separate transactions involving a total of
6 \$100,000 or more in any 12-month period.

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FORFEITURE ALLEGATION FIVE

[18 U.S.C. §§ 982(a)(2)(B), 1028]

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3 1. Pursuant to Rule 32.2 of the Federal Rules of Criminal
4 Procedure, notice is hereby given that the United States of America
5 will seek forfeiture as part of any sentence, pursuant to Title 18,
6 United States Code, Sections 982 and 1028 and Title 28, United States
7 Code, Section 2461(c) in the event of any defendant's conviction of
8 the offense set forth in Count Twenty-One of this Indictment.

9 2. Any defendant so convicted shall forfeit to the United
10 States of America the following:

11 a. All right, title and interest in any and all property,
12 real or personal, constituting, or derived from, any proceeds
13 obtained, directly or indirectly, as a result of the offense,
14 including but not limited to the following:

- 15 • Real property commonly known as 19715 Eagle Ridge
16 Lane, Los Angeles, California 91326 (APN 2701-013-
17 080);
- 18 • Real property commonly known as 512 South Via
19 Montana, Burbank, California 91501 (APN 5608-002-
20 023) (the "Via Montana Residence");
- 21 • Real property commonly known as 1435 El Vago
22 Street, La Cañada Flintridge, California 91011 (APN
23 5864-018-005);
- 24 • Real property commonly known as 207 West Alameda
25 Avenue, Unit 203, Burbank, California 91502 (APN
26 2451-034-095);
- 27 • \$433,687.55 seized from PayPal account ending in
28 7206;

- 1 • \$3,000 seized from PayPal account ending in 4961;
- 2 • \$435,178.53 seized from J.P. Morgan Chase & Co.
- 3 ("Chase") account ending in 6783;
- 4 • \$600,000 seized from Chase account ending in 7980;
- 5 • \$8,085.11 seized from PayPal account ending in
- 6 1813;
- 7 • \$519,700.69 seized from Wells Fargo Bank account
- 8 ending in 7435;
- 9 • \$250,000 seized from Wells Fargo Bank account
- 10 ending in 9967;
- 11 • \$12,740 in U.S. currency seized from the Via
- 12 Montana Residence; and
- 13 • One Rolex Sky-Dweller watch with serial number
- 14 58P174943 seized from the Via Montana Residence.

15 b. Any personal property used or intended to be used to
16 commit the offense; and

17 c. To the extent such property is not available for
18 forfeiture, a sum of money equal to the total value of the property
19 described in subparagraphs a and b.

20 3. Pursuant to Title 21, United States Code, Section 853(p), as
21 incorporated by Title 18, United States Code, Sections 982(b) and
22 1028(g), the defendant, if so convicted, shall forfeit substitute
23 property, up to the total value of the property described in the
24 preceding paragraph if, as the result of any act or omission of the
25 defendant, the property described in the preceding paragraph, or any
26 portion thereof: (a) cannot be located upon the exercise of due
27 diligence; (b) has been transferred, sold to or deposited with a
28 third party; (c) has been placed beyond the jurisdiction of the

1 been commingled with other property that cannot be divided without
2 difficulty.

3 A TRUE BILL

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6 Foreperson

7 NICOLA T. HANNA
8 United States Attorney

9 *Ryan White for*

10 PATRICK R. FITZGERALD
11 Assistant United States Attorney
12 Chief, National Security Division

13 RYAN WHITE
14 Assistant United States Attorney
15 Chief, Cyber & Intellectual
16 Property Crimes Section

17 JENNIE L. WANG
18 Assistant United States Attorney
19 Deputy Chief, Cyber & Intellectual
20 Property Crimes Section
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