

FILED

Sep 17 2024

Mark B. Busby
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

1 ISMAIL J. RAMSEY (CABN 189820)
2 United States Attorney

3
4
5
6
7
8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 OAKLAND DIVISION

11 UNITED STATES OF AMERICA,) CASE NO. CR24-00506 AMO
12 Plaintiff,)
13 v.) VIOLATIONS:
14 OLUWATOBI EMMANUEL OTUKELU, and) 18 U.S.C. § 1349 – Conspiracy to Commit Wire
15 EVAN JORDAN EDWARDS,) Fraud;
16 Defendants.) 18 U.S.C. § 371 – Conspiracy;
17) 18 U.S.C. § 1030(a) – Computer Fraud and Abuse;
18) 18 U.S.C. § 2 – Aiding and Abetting;
19) 18 U.S.C. §§ 981(a)(1)(C), 982(A)(2)(B), 1030(i) and
20) (j), and 28 U.S.C. § 2461(c) – Forfeiture Allegations
21)
22) OAKLAND VENUE
23)
24)
25)
26)
27)
28)

INDICTMENT

The Grand Jury charges:

Introductory Allegations

At all times relevant to this Indictment:

1. Beginning on and around January 6, 2022, continuing through the date of this Indictment, Oluwatobi Emmanuel OTUKELU and Evan Jordan EDWARDS conspired with each other and others known and unknown to the grand jury to carry out a scheme to defraud DoorDash, Inc. (“DoorDash”) by fraudulently obtaining wages of independent contractors who made deliveries for DoorDash, called “Dashers.” As part of this scheme, the co-conspirators obtained the personal identifying information

INDICTMENT

1 (“PII”) of Dasher victims; falsely impersonated the Dasher victims to DoorDash support; took over
2 Dashers’ existing online accounts; created new, unauthorized accounts using Dashers’ personal
3 information; directed payments of Dasher wages from DoorDash to accounts controlled by OTUKELU
4 and EDWARDS for the purpose of stealing money; and used Dashers’ wages to pay for goods and
5 services. OTUKELU and EDWARDS stole the DoorDash wages of at least 138 individual Dashers,
6 amounting to over \$1 million.

7 Background Regarding DoorDash and its Business

8 2. DoorDash was a technology company that provided an online marketplace and services
9 platform using web-based technology. Merchants used its marketplaces to acquire customers, generate
10 demand, fulfill orders, process payments, and provide customer support. DoorDash also allowed
11 merchants to advertise and promote on its platform. DoorDash operated in over 25 countries, including
12 the United States, and was headquartered in San Francisco, California.

13 3. Automated Clearing House (ACH) was an electronic network used in interstate
14 commerce to process financial transactions between participating depository financial institutions
15 (“banks”).

16 4. J.P. Morgan Chase & Co., a Delaware corporation, was a financial services company
17 headquartered in New York, New York. Its subsidiary, JPMorgan Chase Bank, N.A., was an FDIC-
18 insured national bank with its main office in Columbus, Ohio.

19 5. DoorDash maintained an account at JPMorgan Chase Bank in New York.

20 6. Wells Fargo & Co., a Delaware corporation, was a financial services company
21 headquartered in San Francisco, California. Its subsidiary, Wells Fargo Bank, N.A., was an FDIC-
22 insured national bank with its main office in Sioux Falls, South Dakota.

23 7. Stripe, Inc., was a payment processing company with dual headquarters in South San
24 Francisco, California, and Dublin, Ireland.

25 8. Stripe maintained an account with Wells Fargo Bank for processing DoorDash payments.

26 9. Stride Bank, N.A., was an FDIC-insured national bank with its main office in Enid,
27 Oklahoma.

28 10. Consumers could find DoorDash businesses, and place and pay for orders through

1 DoorDash’s mobile consumer apps or websites. The largest component of DoorDash’s marketplace
2 business was facilitating restaurant food delivery, but it also offered delivery of other items such as
3 groceries and pet products. In addition to delivery, DoorDash offered consumers the ability to pick up
4 orders in-person from many of the businesses on its marketplace.

5 11. The independent contractors who deliver DoorDash orders to consumers were known as
6 “Dashers” and delivery assignments were known as “Dashes.” In 2023, DoorDash had over 7 million
7 active Dasher accounts.

8 12. Dashers used the DoorDash “Dasher App” to manage their Dashes, schedule their
9 Dashing shifts, view their earnings, and make changes to their Dasher account. The Dasher account
10 settings included phone and email contact information, as well as payment instructions. Dasher accounts
11 were protected by a password, which could be reset by requesting that a link be sent to a contact
12 associated with the account.

13 13. DoorDash paid Dashers their earnings on a weekly basis if they had signed up for direct
14 deposit. Stripe processed the direct deposit payroll for DoorDash Dashers. DoorDash transferred funds
15 from its JP Morgan Chase account in New York to Stripe’s Wells Fargo Bank account to fund the
16 payroll. Stripe paid Dashers weekly by making ACH transfers as directed by DoorDash from Stripe’s
17 Wells Fargo account to the bank accounts designated by Dashers.

18 14. Another payment method DoorDash offered was called DasherDirect, which was
19 managed by a company called Payfare, Inc. DasherDirect was a prepaid Visa debit card issued through
20 Stride Bank. To open a DasherDirect account, Dashers were required to have access to their DoorDash
21 account and provide their full name and Social Security account number. Once the Dasher opened a
22 DasherDirect account, they administered it using a separate DasherDirect app. The Dasher could obtain
23 access to a virtual card before the physical card arrived and use it for online purchases, bill payments,
24 and transfers to other bank accounts. DoorDash deposited earnings to the DasherDirect prepaid debit
25 card after each completed delivery instead of once per week on Monday.

26 15. First Service Credit Union (FSCU) was an FCUA-insured financial institution with its
27 headquarters in Houston, Texas.

28 16. Green Dot Corporation was a financial technology and registered bank holding company

1 headquartered in Austin, Texas. Its subsidiary, Green Dot Bank DBA Bonneville Bank, was an FDIC-
2 insured state-chartered bank that issued prepaid debit cards, with its main office in Provo, Utah.

3 17. PayPal, Inc. (“PayPal”), was a digital payments company based in San Jose, California.
4 PayPal provides an online service that allows individuals and businesses with a PayPal account to
5 transfer money from bank accounts, debit cards, and credit cards to other individuals or businesses that
6 also have PayPal accounts. PayPal also owned Venmo, which provided a similar service.

7 18. The Bancorp Bank was an FDIC-insured national bank with its main office in Sioux
8 Falls, South Dakota.

9 19. Westbon, Inc., was a company that provided personal loans and auto financing.

10 20. The following individuals worked as DoorDash Dashers:

- 11 a. J.S. was an individual residing in Ohio.
- 12 b. S.M. was an individual residing in Kentucky.
- 13 c. R.C. was an individual residing in San Francisco, California.
- 14 d. M.G. was an individual residing in New York.
- 15 e. C.M. was an individual residing in San Francisco, California.
- 16 f. R.M. was an individual residing in Texas.
- 17 g. S.G. was an individual residing in El Sobrante, California.
- 18 h. M.F. was an individual residing in Concord, California.
- 19 i. M.H. was an individual residing in Minnesota.

20 21. The co-conspirators in this scheme included the defendants listed below and others:

21 a. Oluwatobi Emmanuel OTUKELU, who also used the name “Tobi,” was a
22 resident of Houston, Texas.

23 b. Evan Jordan EDWARDS, who also used the name “Jordan Edwards,” was a
24 resident of Houston, Texas.

25 The Scheme and Artifice to Defraud

26 22. Beginning on a date unknown, but no later than January 6, 2022, and continuing through
27 the date of this Indictment, OTUKELU and EDWARDS knowingly devised, intended to devise, and
28 carried out a scheme and artifice to defraud and to obtain money and property by means of materially

1 false and fraudulent pretenses, representations, and promises, and by omissions and concealment of
2 material facts, which scheme is described further below.

3 23. As part of the scheme to defraud, OTUKELU, EDWARDS, and others known and
4 unknown to the grand jury (collectively, the “co-conspirators”) gained control of Dasher accounts by
5 falsely representing that they were specific Dashers to DoorDash personnel in order to cause the
6 DoorDash personnel to change the login information for the victims’ Dasher accounts. OTUKELU and
7 EDWARDS:

- 8 a. obtained victims’ PII through various methods, including from other
9 co-conspirators, for the purpose of effectuating DoorDash account takeovers;
- 10 b. contacted DoorDash’s customer service by interstate telephone calls and
11 impersonated Dashers using their PII;
- 12 c. falsely represented to DoorDash customer service that they were Dasher account
13 owners and had lost access to their accounts; and
- 14 d. caused DoorDash customer service personnel to change Dasher account login
15 information, including the email address and phone number associated with the
16 targeted Dasher account.

17 24. As a further part of the scheme to defraud, once the login information was changed, the
18 co-conspirators reset the passwords for the Dasher accounts without authorization, giving them
19 exclusive access to the Dasher accounts and locking out the legitimate Dashers. OTUKELU and
20 EDWARDS:

- 21 a. used the email address and phone number they had provided to customer service to
22 prompt a password reset;
- 23 b. assigned a new password to the targeted Dasher accounts, enabling them to access
24 those accounts without authorization; and
- 25 c. prevented the victim Dashers from logging into their own accounts.

26 25. As a further part of the scheme to defraud, the co-conspirators changed the payment
27 methods for the Dasher accounts in order to steal money by directing payments from DoorDash to
28 financial accounts controlled by the co-conspirators and to providers of goods and services that

1 benefited the co-conspirators. OTUKELU and EDWARDS:

- 2 a. logged into the Dasher accounts using the changed login information and modified
- 3 the direct deposit information on Dasher accounts;
- 4 b. caused DoorDash to transfer Dasher wages via ACH to financial accounts the co-
- 5 conspirators, including OTUKELU and EDWARDS, controlled;
- 6 c. used their unauthorized access to Dasher accounts to access existing DasherDirect
- 7 accounts without authorization;
- 8 d. transferred money from existing DasherDirect accounts to accounts under the
- 9 control of co-conspirators;
- 10 e. used their unauthorized access to Dasher accounts to open new DasherDirect
- 11 accounts without the victim Dashers' knowledge;
- 12 f. caused DoorDash to transfer funds to the unauthorized DasherDirect accounts
- 13 instead of to the victim Dashers' bank accounts;
- 14 g. transferred money from unauthorized DasherDirect accounts to accounts under the
- 15 control of co-conspirators; and
- 16 h. used the virtual debit card associated with compromised and unauthorized
- 17 DasherDirect accounts to pay for and attempt to pay for goods and services,
- 18 including vehicles, airlines, cosmetic procedures, and personal training.

19 26. As a further part of the scheme to defraud, co-conspirators tried to circumvent DoorDash
20 heightened security practices by electronically transmitting their own photographs in response to
21 verification requests.

22 27. As a further part of the scheme to defraud, the co-conspirators recruited and attempted to
23 recruit DoorDash customer service personnel to join this scheme to help obtain Dashers' PII and to
24 make changes to Dasher accounts.

25 28. As a further part of the scheme to defraud, the co-conspirators created financial accounts
26 for the purpose of receiving and transferring funds stolen from DoorDash via Dasher accounts and
27 Dasher Direct accounts.

28 29. As a further part of the scheme to defraud, the co-conspirators concealed their identities

1 and the destination of the stolen funds by creating email accounts in fictitious names or creating email
2 accounts designed to resemble the names of Dasher victims, and using those accounts in connection with
3 financial transactions.

4 COUNT ONE: (18 U.S.C. § 1349 – Conspiracy to Commit Wire Fraud)

5 30. The factual allegations in paragraphs 1 through 29 of this Indictment are re-alleged and
6 incorporated as if fully set forth here.

7 31. Beginning no later than on or about January 6, 2022, and continuing through on or about
8 the date of this indictment, in the Northern District of California and elsewhere, the defendants,

9 OLUWATOBI EMMANUEL OTUKELU and

10 EVAN JORDAN EDWARDS,

11 did knowingly conspire with each other and others known and unknown to the grand jury to devise and
12 intend to devise a scheme and artifice to defraud as to a material matter and to obtain money and
13 property by means of materially false and fraudulent pretenses, representations, and promises, and by
14 omission and concealment of material facts, and, for the purpose of executing such scheme and artifice
15 to defraud and attempting to do so, did knowingly conspire to transmit and cause to be transmitted, by
16 means of wire communication in interstate and foreign commerce, certain writings, signs, signals,
17 pictures, and sounds, in violation of Title 18, United States Code, Section 1343.

18 All in violation of Title 18, United States Code, Section 1349.

19 COUNT TWO: (18 U.S.C. § 371 – Conspiracy)

20 32. The factual allegations in paragraphs 1 through 31 of this Indictment are re-alleged and
21 incorporated as if fully set forth here.

22 33. Beginning no later than on and around January 6, 2022, and continuing until the date of
23 this Indictment, in the Northern District of California, and elsewhere, the defendants,

24 OLUWATOBI EMMANUEL OTUKELU and

25 EVAN JORDAN EDWARDS,

26 did knowingly and willfully conspire with others known and unknown to the grand jury to knowingly
27 cause the transmission of a program, information, code, and command, and, as a result of such conduct,
28 intentionally caused damage without authorization to a protected computer, causing loss to a person

1 during a 1-year period aggregating at least \$5,000 in value, in violation of 18 U.S.C. § 1030(a)(5)(A)
2 and (c)(4)(B)(i), all in violation of Title 18, United States Section, Code 371.

3 Manner and Means

4 34. The manner and means of the conspiracy are set forth in Paragraphs 22 through 29 of this
5 Indictment.

6 Acts in Furtherance of the Conspiracy

7 35. In furtherance of the conspiracy and to effect the objects of the conspiracy, the following
8 overt acts, among others, were committed in the Northern District of California and elsewhere:

9 a. On or about January 6, 2022, OTUKELU called DoorDash support and falsely
10 represented that he was J.S. using her phone number, address, email address, recent DoorDash
11 transactions, and date of birth in order to induce a DoorDash support worker to escalate the call
12 to another DoorDash support worker who was authorized to change the login information
13 associated with the account.

14 b. On or about February 21, 2022, a co-conspirator transferred \$500 from S.M.'s
15 DasherDirect account via ACH to OTUKELU's FSCU bank account ending in 7215.

16 c. On or about February 22, 2022, OTUKELU called DasherDirect support and
17 falsely represented that he was S.M. using her birthdate and recent DoorDash transactions in
18 order to obtain information regarding how the DasherDirect ACH transactions were processed.

19 d. On or about October 9, 2022, OTUKELU called DoorDash support and falsely
20 represented that he was R.C. using his date of birth, the last four numbers of his driver license,
21 bank name, mailing address, zip code, email address, and phone number in order to cause a
22 DoorDash support worker to change the login information associated with the account.

23 e. On or about October 9, 2022, OTUKELU changed the password to R.C.'s Dasher
24 account without authorization, preventing R.C. from accessing the account from San Francisco,
25 California.

26 f. On or about November 14, 2022, OTUKELU again called DoorDash support and
27 falsely represented that he was R.C. using his date of birth and the last four numbers of his driver
28 license in order to cause a DoorDash support worker to change the login information associated

1 with the account.

2 g. On or about November 14, 2022, OTUKELU changed the password to R.C.'s
3 Dasher account without authorization, preventing R.C. from accessing the account from San
4 Francisco, California.

5 h. On or about November 14, 2022, a co-conspirator logged into R.C.'s Dasher
6 account without authorization and changed the direct deposit information, causing DoorDash to
7 transfer \$1,218.79 via Stripe to OTUKELU's Green Dot Bank account ending in 6140.

8 i. On or about January 13, 2023, OTUKELU called DoorDash support and falsely
9 represented that he was M.G. in order to induce a DoorDash support worker to escalate the call
10 to another DoorDash support worker who was authorized to change the login information
11 associated with the account.

12 j. Continuing on or about January 13, 2023, EDWARDS took over the call with
13 DoorDash support and falsely represented that she was M.G. using her birthdate, driver license
14 number, and bank information in order to cause a DoorDash support worker to change the login
15 information associated with the account.

16 k. On or about January 13, 2023, a co-conspirator logged into M.G.'s Dasher
17 account and opened a DasherDirect account for M.G., causing DoorDash to transfer \$799.78 via
18 ACH to the unauthorized account.

19 l. On or about January 13, 2023, a co-conspirator transferred \$298.71 from the
20 unauthorized M.G. DasherDirect account to a PayPal account ending in 1180 using OTUKELU's
21 PayPal account ending in 4570.

22 m. On or about January 14, 2023, OTUKELU called DoorDash support and falsely
23 represented that he was C.M. in order to induce a DoorDash support worker to escalate the call
24 to another DoorDash support worker who was authorized to change the login information
25 associated with the account.

26 n. Continuing on or about January 14, 2023, EDWARDS took over the call with
27 DoorDash support and falsely represented that she was C.M. using her birthdate, bank
28 information, and recent DoorDash transaction in order to cause a DoorDash support worker to

1 change the login information associated with the account.

2 o. On or about January 14, 2022, OTUKELU and EDWARDS changed the
3 password to C.M.'s Dasher account without authorization, preventing C.M. from accessing the
4 account from San Francisco, California.

5 p. On or about January 14, 2023, a co-conspirator logged into C.M.'s Dasher
6 account and opened a DasherDirect account for C.M., causing DoorDash to transfer \$919.49 via
7 ACH to the unauthorized account.

8 q. On or about January 14, 2023, a co-conspirator transferred \$298.71 from the
9 unauthorized C.M. DasherDirect account to a PayPal account ending in 1180 using OTUKELU's
10 PayPal account ending in 4570.

11 r. On or about January 14, 2023, a co-conspirator transferred \$620.78 from the
12 unauthorized C.M. DasherDirect account via ACH to OTUKELU's FSCU bank account ending
13 in 8655.

14 s. On or about February 26, 2023, OTUKELU called DoorDash support and falsely
15 represented that he was R.M. using his date of birth, the last four numbers of his driver license,
16 his bank name, and last Dash, in order to cause a DoorDash support worker to change the login
17 information associated with the account.

18 t. On or about February 26, 2023, a co-conspirator logged into R.M.'s Dasher
19 account without authorization and changed the direct deposit information, causing DoorDash to
20 transfer \$1,466.81 via Stripe to OTUKELU's Green Dot Bank account ending in 6140.

21 u. On or about June 15, 2023, a co-conspirator logged into S.G.'s Dasher account
22 and opened a DasherDirect account for S.G., causing DoorDash to transfer \$826.84 via ACH to
23 the unauthorized account.

24 v. On or about June 18, 2023, a co-conspirator attempted to transfer \$628.26 via
25 ACH from the unauthorized S.G. DasherDirect account using EDWARDS' The Bancorp Bank
26 account ending in 7379 to EDWARDS' Venmo account ending in 4270.

27 w. On or about July 22, 2023, a co-conspirator logged into M.F.'s Dasher account
28 and opened a DasherDirect account for M.F., causing DoorDash to transfer \$759.88 via ACH to

1 the unauthorized account.

2 x. On or about July 23, 2023, a co-conspirator made a payment of \$446.73 from the
3 unauthorized M.F. DasherDirect account to Westbon to pay for EDWARDS' loan on a Mercedes
4 C300 convertible with a loan number ending in 217.

5 y. On or about June 10, 2024, OTUKELU attempted to change the banking
6 information for M.H.'s Dasher account by transmitting photographs of himself in response to a
7 request for "selfie" verification.

8 All in violation of Title 18, United States Code, Section 371.

9 COUNT THREE: (18 U.S.C. §§ 1030(a)(5)(A), (c)(4)(A)(i)(I), (c)(4)(B)(i) – Transmission of a
10 Program, Information, Code, and Command to Cause Damage to a Protected
11 Computer)

12 36. The factual allegations in paragraphs 1 through 35 of this Indictment are re-alleged and
13 incorporated as if fully set forth here.

14 37. On or about October 9, 2022, in the Northern District of California and elsewhere, the
15 defendant,

16 OLUWATOBI EMMANUEL OTUKELU

17 knowingly caused the transmission of a program, information, code, and command, and, as a result of
18 such conduct, intentionally caused damage without authorization to a protected computer, to wit, the
19 defendant changed the password for R.C.'s account on the DoorDash computer system, a computer used
20 in interstate and foreign commerce and communication, thereby impairing the availability of the Dasher
21 account belonging to R.C., and, by such conduct, caused loss to one or more persons during a one-year
22 period aggregating at least \$5,000 in value.

23 All in violation of Title 18, United States Code, Sections 1030(a)(5)(A), (c)(4)(A)(i)(I),
24 (c)(4)(B)(i), and 2.

25 COUNT FOUR: (18 U.S.C. §§ 1030(a)(5)(A), (c)(4)(A)(i)(I), (c)(4)(B)(i) – Transmission of a
26 Program, Information, Code, and Command to Cause Damage to a Protected
27 Computer)

28 38. The factual allegations in paragraphs 1 through 35 of this Indictment are re-alleged and

1 incorporated as if fully set forth here.

2 39. On or about November 14, 2022, in the Northern District of California and elsewhere, the
3 defendant,

4 OLUWATOBI EMMANUEL OTUKELU

5 knowingly caused the transmission of a program, information, code, and command, and, as a result of
6 such conduct, intentionally caused damage without authorization to a protected computer, to wit, the
7 defendant changed the password for R.C.'s account to the DoorDash computer system, a computer used
8 in interstate and foreign commerce and communication, thereby impairing the availability of the Dasher
9 account belonging to R.C., and, by such conduct, caused loss to one or more persons during a one-year
10 period aggregating at least \$5,000 in value.

11 All in violation of Title 18, United States Code, Sections 1030(a)(5)(A), (c)(4)(A)(i)(I),
12 (c)(4)(B)(i), and 2.

13 COUNT FIVE: (18 U.S.C. §§ 1030(a)(5)(A), (c)(4)(A)(i)(I), (c)(4)(B)(i) – Transmission of a
14 Program, Information, Code, and Command to Cause Damage to a Protected
15 Computer)

16 40. The factual allegations in paragraphs 1 through 35 of this Indictment are re-alleged and
17 incorporated as if fully set forth here.

18 41. On or about January 14, 2023, in the Northern District of California and elsewhere, the
19 defendants,

20 OLUWATOBI EMMANUEL OTUKELU and

21 EVAN EDWARDS

22 knowingly caused the transmission of a program, information, code, and command, and, as a result of
23 such conduct, intentionally caused damage without authorization to a protected computer, to wit, the
24 defendants changed the password for C.M.'s account on the DoorDash computer system, a computer
25 used in interstate and foreign commerce and communication, thereby impairing the availability of the
26 Dasher account belonging to C.M., and, by such conduct, caused loss to one or more persons during a
27 one-year period aggregating at least \$5,000 in value.

28 All in violation of Title 18, United States Code, Sections 1030(a)(5)(A), (c)(4)(A)(i)(I),

1 (c)(4)(B)(i) and 2.

2 FORFEITURE ALLEGATIONS: (18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

3 42. The factual allegations contained in this Indictment are re-alleged and incorporated by
4 reference for the purpose of alleging forfeiture.

5 43. Upon conviction for the offense set forth in Count One of this Indictment, the defendants,
6 OLUWATOBI EMMANUEL OTUKELU and
7 EVAN JORDAN EDWARDS,
8 shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and
9 Title 28, United States Code, Section 2461(c), all property, real or personal, constituting, or derived
10 from proceeds the defendant obtained directly and indirectly, as the result of those violations.

11 44. If any of the property described above, as a result of any act or omission of the defendant:
12 a. cannot be located upon exercise of due diligence;
13 b. has been transferred or sold to, or deposited with, a third party;
14 c. has been placed beyond the jurisdiction of the court;
15 d. has been substantially diminished in value; or
16 e. has been commingled with other property which cannot be divided without
17 difficulty,

18 the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21,
19 United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

20 45. Upon conviction for the offenses set forth in Counts Two through Five in violation of
21 Title 18, United States Code, Section 1030(a), set forth in this Indictment, the defendants,

22 OLUWATOBI EMMANUEL OTUKELU and
23 EVAN JORDAN EDWARDS,
24 shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 982(a)(2)(b) and
25 1030(i) and (j), any personal property used or intended to be used to commit or to facilitate the
26 commission of said violation or a conspiracy to violate said provision, and any property, real or
27 personal, which constitutes or is derived from proceeds traceable to the offenses, including, but not
28 limited to, a sum of money equal to the total amount of proceeds defendant obtained or derived, directly

1 or indirectly, from the violation, or the value of the property used to commit or to facilitate the
2 commission of said violation.

3 46. If any of the property described above, as a result of any act or omission of the defendant:

- 4 a. cannot be located upon exercise of due diligence;
- 5 b. has been transferred or sold to, or deposited with, a third party;
- 6 c. has been placed beyond the jurisdiction of the court;
- 7 d. has been substantially diminished in value; or
- 8 e. has been commingled with other property which cannot be divided without
9 difficulty,


10 the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21,
11 United States Code, Section 853(p), as incorporated by Title 18, United States Code, Section 1030(i)(2).

12 All pursuant to Title 18, United States Code, Sections 981(a)(1)(C), 982(a)(2)(B), and 1030,
13 Title 28, United States Code, Section 2461(c), and Federal Rule of Criminal Procedure 32.2.

14 DATED: A TRUE BILL.

15
16 /s/ Foreperson
17 FOREPERSON

18 ISMAIL J. RAMSEY
19 United States Attorney

20 
21 _____
22 MICHELLE J. KANE
23 Assistant United States Attorney
24
25
26
27
28