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UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF CALIFORNIA

March 2022 Grand Jury

UNITED STATES OF AMERICA,  
  
Plaintiff,  
  
v.  
  
THOMAS VINCENT GIRARDI and  
CHRISTOPHER KAZUO KAMON,  
  
Defendants.

CR No. 2:23-cr-00047-JFW  
  
I N D I C T M E N T  
  
[18 U.S.C. § 1343: Wire Fraud; 18  
U.S.C. § 981(a)(1)(C) and 28  
U.S.C. § 2461(c): Criminal  
Forfeiture]

The Grand Jury charges:

COUNTS ONE THROUGH FIVE  
[18 U.S.C. §§ 1343, 2(a)]

A. INTRODUCTORY ALLEGATIONS

1. At times relevant to this Indictment:

- a. Defendant THOMAS VINCENT GIRARDI was a resident of Pasadena, California.
- b. Defendant GIRARDI was an attorney licensed to practice law in the State of California.
- c. Defendant GIRARDI was the 100 percent owner and managing partner of Girardi Keese, a law firm located in Los Angeles, California, that primarily represented plaintiffs in personal injury

1 cases. On or about December 18, 2020, after a series of civil  
2 lawsuits publicly alleged that Girardi Keese had misappropriated  
3 client funds, certain creditors of Girardi Keese commenced an  
4 involuntary petition for relief under Chapter 7 of Title 11 of the  
5 United States Code against Girardi Keese. On or about January 13,  
6 2021, the Bankruptcy Court entered an Order for Relief Under Chapter  
7 7 and ordered the appointment of a Chapter 7 Trustee.

8 d. Defendant GIRARDI was a signatory on and exercised  
9 control over the following bank accounts, which were opened and  
10 maintained in Los Angeles, California:

11 i. A Girardi Keese attorney-client trust account,  
12 also called an "Interest on Lawyer's Trust Account" or "IOLTA"  
13 account, at Torrey Pines Bank, bearing an account number ending in  
14 5859 (the "Torrey Pines IOLTA Account"); and

15 ii. A Girardi Keese IOLTA account, at Nano Banc,  
16 bearing an account number ending in 0567 (the "Nano Banc IOLTA  
17 Account").

18 e. Defendant GIRARDI became a member of the State Bar of  
19 California in 1965 and was obligated to comply with the California  
20 Rules of Professional Conduct. Defendant GIRARDI knew that the  
21 California Rules of Professional Conduct required him to, among other  
22 things, promptly notify a client of the receipt of any funds the  
23 client was entitled to receive, and promptly pay or deliver to the  
24 client or such payees as designated by the client any such funds that  
25 defendant GIRARDI and Girardi Keese held in trust for the client upon  
26 the client's request.

27 f. Defendant CHRISTOPHER KAZUO KAMON was a resident of  
28 Palos Verdes and Encino, California. From in or about 2004 until in

1 or about December 2020, defendant KAMON was the Controller and Chief  
2 Financial Officer ("CFO") of Girardi Keese, from which position he  
3 oversaw the law firm's financial affairs, supervised its accounting  
4 department, and was in charge of paying the firm's expenses. As  
5 Girardi Keese's Controller and CFO, defendant KAMON had a duty to  
6 maintain books and records that accurately reflected the firm's  
7 finances, including the disposition of monies held in its attorney-  
8 client trust accounts.

9 g. "Client 1" was an individual who resided in San Bruno,  
10 California. Beginning on or about October 1, 2010, defendant GIRARDI  
11 and Girardi Keese had a formal attorney-client relationship with  
12 Client 1. Specifically, defendant GIRARDI and Girardi Keese agreed  
13 to represent Client 1 in connection with a lawsuit against a public  
14 utility related to significant injuries Client 1 sustained as a  
15 result of an explosion that caused severe burns all over his body.

16 h. "Client 2" was an individual who resided in Lake  
17 Havasu City, Arizona. Beginning as early as in or around May 2019,  
18 defendant GIRARDI and Girardi Keese had a formal attorney-client  
19 relationship with Client 2. Specifically, defendant GIRARDI and  
20 Girardi Keese agreed to represent Client 2 in connection with  
21 potential litigation related to a boating accident where the boat  
22 unexpectedly sped up to 120 miles per hour, flipped, and ejected all  
23 three occupants, and as a result of which Client 2's husband died.

24 i. "Client 3" was an individual who resided in Castaic,  
25 California. Beginning as early as 2012, defendant GIRARDI and  
26 Girardi Keese had a formal attorney-client relationship with Client  
27 3. Specifically, defendant GIRARDI and Girardi Keese agreed to  
28 represent Client 3 in connection with a lawsuit against a medical

1 device provider related to severe injuries, including organ damage,  
2 Client 3 sustained as a result of a defective medical device.

3 j. "Client 4" and "Client 5" were individuals who resided  
4 in Los Angeles, California. Beginning as early as in or around  
5 December 2019, defendant GIRARDI and Girardi Keese had a formal  
6 attorney-client relationship with Client 4 and Client 5.  
7 Specifically, defendant GIRARDI and Girardi Keese agreed to represent  
8 Client 4 and Client 5 in connection with a lawsuit related to  
9 injuries Client 4, Client 5, and their minor son, who was paralyzed  
10 from the neck down, sustained in an automobile collision.

11 B. THE SCHEME TO DEFRAUD

12 2. Beginning at least as early as in or around 2010 and  
13 continuing through at least in or around December 2020, in Los  
14 Angeles County, within the Central District of California, and  
15 elsewhere, defendants GIRARDI and KAMON, together with others known  
16 and unknown to the Grand Jury, knowingly and with intent to defraud,  
17 devised, participated in, and executed a scheme to defraud victim  
18 clients to whom defendant GIRARDI and Girardi Keese had agreed to  
19 provide legal services including, but not limited to, Client 1,  
20 Client 2, Client 3, Client 4, and Client 5, as to material matters,  
21 and to obtain money and property from such victim clients by means of  
22 material false and fraudulent pretenses, representations, and  
23 promises, and the concealment of material facts, including material  
24 facts that defendant GIRARDI had a duty to disclose.

25 3. The fraudulent scheme operated, in substance, in the  
26 following manner:  
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1           a. Defendant GIRARDI would negotiate a settlement on  
2 behalf of a client that would require the payment of funds to the  
3 client.

4           b. Defendant GIRARDI would misrepresent, conceal, and  
5 falsely describe to the client the true terms of the settlement  
6 and/or the disposition of the settlement proceeds.

7           c. Defendants GIRARDI and KAMON would cause the  
8 settlement proceeds to be deposited in or transferred to attorney  
9 trust accounts, including the Torrey Pines IOLTA Account and the Nano  
10 Banc IOLTA Account, that defendants GIRARDI and KAMON controlled.

11           d. Defendants GIRARDI and KAMON would thereafter embezzle  
12 and misappropriate settlement funds from the Torrey Pines IOLTA  
13 Account and the Nano Banc IOLTA Account belonging to Girardi Keese  
14 clients for improper purposes. The improper purposes included, among  
15 other things, paying other Girardi Keese clients whose own settlement  
16 funds previously had been misappropriated, paying Girardi Keese's  
17 payroll, and paying other Girardi Keese's expenses, including its  
18 American Express Card bills encompassing charges for defendant  
19 GIRARDI's and defendant KAMON's personal expenses.

20           e. As part of their scheme and to conceal the  
21 embezzlements and misappropriations from the victim clients,  
22 defendants GIRARDI and KAMON would send and cause to be sent lulling  
23 communications to the clients that, among other things, falsely  
24 denied that the settlement proceeds had been paid and falsely claimed  
25 that Girardi Keese could not pay the settlement proceeds to clients  
26 until certain purported requirements had been met, such as addressing  
27 supposed tax obligations, obtaining supposedly necessary

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1 authorizations from judges, and satisfying medical liens and other  
2 debts.

3 f. As further part of their scheme and to conceal the  
4 embezzlements and misappropriations from the victim clients,  
5 defendants GIRARDI and KAMON would also send and cause to be sent  
6 lulling payments to the clients, falsely representing and maintain  
7 the false pretense that such payments were "advances" on the  
8 purportedly yet-to-be received settlement proceeds, or "interest  
9 payments" on the settlement proceeds that purportedly could not be  
10 paid to the clients until the fabricated requirements were satisfied.

11 **Embezzlement of Client 1's Funds**

12 4. In or about January 2013, defendant GIRARDI negotiated a  
13 settlement of the lawsuit related to Client 1's injuries without  
14 obtaining prior approval of the settlement terms from Client 1. The  
15 terms of the settlement provided that Client 1 would be paid  
16 \$53,000,000 to release all of Client 1's claims. Pursuant to Client  
17 1's retainer agreement with Girardi Keese, Girardi Keese's attorneys'  
18 fees, in the amount of 25% of the settlement amount, costs, and  
19 expenses were to be deducted from the settlement proceeds and paid to  
20 Girardi Keese.

21 5. On or about January 10, 2013, defendant GIRARDI told Client  
22 1 that the case had settled. Defendant GIRARDI had not previously  
23 informed Client 1 of the settlement or obtained Client 1's consent to  
24 the terms of the settlement and concealed the true terms of the  
25 settlement from Client 1. Defendant GIRARDI falsely represented to  
26 Client 1 that the total settlement amount was approximately  
27 \$7,250,000, and concealed from Client 1 that the true amount of the  
28 settlement was \$53,000,000. Defendant GIRARDI further falsely

1 represented that the settlement would be structured as an annuity to  
2 be paid to Client 1 for the rest of Client 1's life when, as  
3 defendant GIRARDI then knew, the settlement terms did not require the  
4 creation of an annuity or any other structured settlement, and  
5 defendant GIRARDI had not obtained Client 1's consent to so structure  
6 the settlement.

7         6. On or about January 24, 2013, over half of Client 1's  
8 settlement, namely, \$28,000,000, was wire transferred to the Torrey  
9 Pines IOLTA Account. Defendants GIRARDI and KAMON were provided  
10 notice of the incoming wire that same day. Defendants GIRARDI and  
11 KAMON then misappropriated and embezzled a portion of Client 1's  
12 settlement funds and caused those funds to be used to pay other  
13 expenses and liabilities of Girardi Keese unrelated to Client 1,  
14 including payments to other Girardi Keese clients whose own  
15 settlement funds had previously been misappropriated by defendants  
16 GIRARDI and KAMON, and others.

17         7. In order to lull Client 1 and prevent Client 1 from  
18 discovering that defendants GIRARDI and KAMON had embezzled Client  
19 1's settlement funds, defendant GIRARDI and KAMON, aiding and  
20 abetting each other, committed and caused to be committed the  
21 following acts, among others:

22             a. Falsely informing Client 1 that Client 1's settlement  
23 "should be tax free," and that delays in payment of settlement funds  
24 to Client 1 were due to defendant GIRARDI's efforts to remove any tax  
25 liability for Client 1 when, as defendant GIRARDI then knew, Client  
26 1's settlement was not taxable;

27             b. Falsely informing Client 1 that Client 1's settlement  
28 funds had been transferred into a separate interest-bearing account

1 when, in fact, no such transfers had been made and no such separate  
2 interest-bearing account containing Client 1's settlement funds  
3 existed;

4 c. Falsely informing Client 1 that Client 1's settlement  
5 funds were "locked up" for a six-month period due to their deposit  
6 into the separate interest-bearing account, when no such separate  
7 interest-bearing account existed;

8 d. Sending and causing to be sent lulling payments to  
9 Client 1 as purported "interest payments" deriving from the supposed  
10 separate interest-bearing account;

11 e. Sending and causing to be sent letters to Client 1  
12 falsely claiming that "we worked magic so far in getting these huge  
13 interest rates and getting the first two years tax free";

14 f. Sending and causing to be sent letters to Client 1  
15 falsely attributing delays in the payment of settlement funds to  
16 Client 1 to supposed court oversight of the distribution of  
17 settlement funds when, in fact, no such court oversight was required  
18 or existed; and

19 g. Sending and causing to be sent, on July 1, 2019, a  
20 check for \$2,500,000 to Client 1 purportedly as a disbursement of  
21 Client 1's settlement funds, which funds were, as defendant GIRARDI  
22 then knew, settlement proceeds belonging to Client 4 and Client 5 (as  
23 described below), and not Client 1's settlement proceeds, which  
24 defendants GIRARDI and KAMON had already spent and caused to be spent  
25 through disbursements unrelated to Client 1.

#### 26 **Embezzlement of Client 2's Funds**

27 8. In or about April 2020, defendant GIRARDI negotiated a  
28 settlement of legal claims related to the death of Client 2's spouse.



1 On or about June 24, 2020, defendants GIRARDI and KAMON received a  
2 settlement check for \$504,400 as payment on Client 2's claims.  
3 Pursuant to Client 2's retainer agreement with Girardi Keese, Girardi  
4 Keese's attorneys' fees, in the amount of 33.3% of the settlement  
5 amount, costs, and expenses were to be deducted from the settlement  
6 proceeds and paid to Girardi Keese.

7 9. On or about June 25, 2020, defendant GIRARDI caused Client  
8 2's settlement funds to be deposited into the Torrey Pines IOLTA  
9 Account. Prior to that deposit, and in violation of the California  
10 Rules of Professional Conduct governing the management of attorney-  
11 client trust accounts, defendants GIRARDI and KAMON transferred and  
12 caused the transfer of approximately \$183,605.45 from the Torrey  
13 Pines IOLTA account to a Girardi Keese operating account, as "fees"  
14 owed to Girardi Keese from Client 2's settlement, when defendants  
15 GIRARDI and KAMON then knew that the funds in fact came from  
16 settlement funds belonging to other Girardi Keese clients.  
17 Defendants GIRARDI and KAMON used the transferred funds to pay  
18 Girardi Keese payroll expenses and fund a \$50,000 check written on  
19 the operating account to defendant GIRARDI, which defendant GIRARDI  
20 then used to make payments to two exclusive country clubs.

21 10. In order to lull Client 2 and prevent Client 2 from  
22 discovering that defendant GIRARDI had embezzled Client 2's  
23 settlement funds, defendants GIRARDI and KAMON committed and caused  
24 to be committed the following acts, among others:

25 a. In response to Client 2's repeated efforts to obtain  
26 the settlement funds, defendant GIRARDI falsely told Client 2 that he  
27 was working on the "last signature from a judge" and that defendant  
28 GIRARDI would send Client 2 a "personal check" for \$50,000 as an

1 "advance" on Client 2's settlement, when, as defendant GIRARDI then  
2 knew, there was no need for any "signature from a judge" before  
3 Client 2's settlement proceeds could be disbursed, and there was no  
4 need for an "advance" because Girardi Keese had already received  
5 Client 2's settlement payment;

6 b. On July 24, 2020, approximately one month after  
7 receiving Client 2's settlement check and after being informed that  
8 Client 2 still had not received her settlement payment and was  
9 contemplating filing a complaint with the State Bar of California,  
10 defendants GIRARDI and KAMON sent and caused to be sent, for the  
11 purpose of lulling Client 2, a \$50,000 check drawn on the Torrey  
12 Pines IOLTA Account;

13 c. In order to further lull Client 2, and to falsely  
14 assure Client 2 that Client 2 did not need to take any further steps  
15 to obtain full payment of her settlement, defendants GIRARDI and  
16 KAMON caused a \$100,000 payment to be made to Client 2 in the form of  
17 a check drawn on the Nano Banc IOLTA Account;

18 d. In order to further lull Client 2, defendant GIRARDI  
19 falsely told Client 2 and an attorney Client 2 had hired to help  
20 Client 2 obtain the settlement funds from Girardi Keese that  
21 defendant GIRARDI was working to mitigate the taxes purportedly owed  
22 by Client 2 on the settlement funds and, separately, that Girardi  
23 Keese had only received a portion of Client 2's settlement when, in  
24 fact, as defendant GIRARDI then knew, no taxes were owed on the  
25 settlement funds and Girardi Keese had received Client 2's full  
26 settlement amount approximately five months earlier; and

27 e. In order to further lull Client 2, defendant GIRARDI  
28 falsely claimed to have arranged for a check for the balance of the

1 settlement to be available for Client 2 to pick up. In fact, when  
2 the messenger sent to get the check arrived, defendant GIRARDI caused  
3 the messenger to be falsely told, among other things, that defendant  
4 GIRARDI was not available and that Client 2's check was inaccessible  
5 because it was purportedly locked in the Girardi Keese accounting  
6 office.

7 **Embezzlement of Client 3's Funds**

8 11. In or about October 2018, defendant GIRARDI negotiated a  
9 settlement of Client 3's lawsuit related to injuries caused by a  
10 defective medical device. Pursuant to Client 3's retainer agreement  
11 with Girardi Keese, Girardi Keese's attorneys' fees, in the amount of  
12 40% of the settlement amount, costs, and expenses were to be deducted  
13 from the settlement proceeds and paid to Girardi Keese. Disbursement  
14 of Client 3's settlement funds required approval by the bankruptcy  
15 trustee and bankruptcy court, which was obtained in March 2020.

16 12. On or about May 22, 2020, defendants GIRARDI and KAMON  
17 received a wire for \$128,250 into the Torrey Pines IOLTA Account as  
18 settlement payment on Client 3's claims. Defendants GIRARDI and  
19 KAMON then misappropriated and caused to be misappropriated Client  
20 3's settlement funds, including by using amounts in excess of any  
21 money due to Girardi Keese to pay for leases of luxury cars.

22 13. In order to lull Client 3 and prevent Client 3 from  
23 discovering that defendants GIRARDI and KAMON had embezzled Client  
24 3's settlement funds, defendant GIRARDI committed and caused to be  
25 committed the following acts, among others:

26 a. Causing a letter to be sent to Client 3, on or about  
27 July 31, 2020, falsely stating, in part, "We are trying desperately  
28 to get everything figured out. Since there is a Bankruptcy Trustee,

1 we have to get an understanding of how much goes to the Trustee and  
2 how much goes to you . . . I am not getting much of a response from  
3 the Trustee." In truth, as defendant GIRARDI then knew, defendant  
4 GIRARDI and the bankruptcy trustee had already negotiated the  
5 apportionment of Client 3's settlement funds, which the bankruptcy  
6 court had approved approximately four months earlier, in or around  
7 March 2020; and

8 b. Falsely stating in voicemail messages to Client 3 that  
9 the settlement funds could not be disbursed until "certain orders"  
10 were signed, when, as defendant GIRARDI then knew, no further court  
11 orders were necessary, and falsely stating that "we'd like our money  
12 just like you'd like yours," despite the fact that defendants GIRARDI  
13 and KAMON had already received (and misappropriated) all of Client  
14 3's settlement proceeds.

15 **Embezzlement of Client 4's and Client 5's Funds**

16 14. In or about July 2019, defendant GIRARDI negotiated a  
17 settlement of the lawsuit related to the injuries sustained by Client  
18 4, Client 5, and their minor child in an automobile accident. The  
19 terms of the settlement provided for a total payment of \$17,500,000,  
20 a portion of which would be paid to the paralyzed minor child with  
21 the remaining funds due to Client 4 and Client 5. Pursuant to Client  
22 4's and Client 5's retainer agreement with Girardi Keese, Girardi  
23 Keese's attorneys' fees, in the amount of 25% of the settlement  
24 amount for the minor and 40% of the settlement amount for Client 4  
25 and Client 5, costs, and expenses were to be deducted from the  
26 settlement proceeds and paid to Girardi Keese.

27 15. The settlement agreement specified that the minor's portion  
28 of the settlement proceeds would be placed in a trust and an annuity

1 to be controlled and administered by a third party, neither of which  
2 could be accessed by defendants GIRARDI and KAMON. The remaining  
3 settlement funds were to be paid directly to Girardi Keese for the  
4 benefit of Client 4 and Client 5.

5 16. On or about June 17, 2019, the first installment of the  
6 settlement payment, namely, \$4,000,000, was wired transferred to the  
7 Nano Banc IOLTA Account. Prior to that deposit, and in violation of  
8 rules governing the management of funds in attorney client-trust  
9 accounts, defendants GIRARDI and KAMON transferred and caused the  
10 transfer of approximately \$1,450,000 purportedly as an "advance" from  
11 Client 4's and Client 5's settlement funds, which amount was  
12 deposited into Girardi Keese operating accounts, when defendants  
13 GIRARDI and KAMON then knew that the funds in fact came from  
14 settlement funds belonging to other Girardi Keese clients.  
15 Defendants GIRARDI and KAMON used the transferred funds to pay  
16 Girardi Keese operating expenses unrelated to the representation of  
17 Client 4 and Client 5.

18 17. On or about July 1, 2019, defendants GIRARDI and KAMON  
19 caused a \$2,500,000 check drawn on the Nano Banc IOLTA Account and  
20 comprised in large part of Client 4's and Client 5's settlement  
21 funds, to be issued to Client 1 as a partial payment of Client 1's  
22 settlement funds owed to Client 1 but which had been misappropriated  
23 by defendants GIRARDI and KAMON.

24 18. On or about August 2, 2019, a further payment of Client 4's  
25 and Client 5's settlement, namely, a check for \$5,119,449.61, was  
26 deposited into the Nano Banc IOLTA Account.

27 19. In order to lull Client 4 and Client 5 and prevent them  
28 from discovering that defendants GIRARDI and KAMON had embezzled

1 their settlement funds, defendants GIRARDI and KAMON committed and  
2 caused to be committed the following acts, among others:

3 a. Providing incremental lulling payments to Client 4 and  
4 Client 5, which comprised only a fraction of the total settlement due  
5 to Client 4 and Client 5;

6 b. Falsely informing Client 4 and Client 5 that the  
7 remaining settlement funds could only be paid after medical liens had  
8 been satisfied when, as defendant GIRARDI then knew, all medical  
9 expenses related to Client 4's and Client 5's claims had already been  
10 paid;

11 c. Falsely informing Client 4 and Client 5 that  
12 disbursement of their settlement proceeds was delayed due to court  
13 proceedings related to their minor child when, as defendant GIRARDI  
14 then knew, payment of settlement funds to Client 4 and Client 5 was  
15 not dependent on any court proceedings;

16 d. Falsely informing Client 4 and Client 5 that delays in  
17 payment of their settlement funds were due to defendant GIRARDI's  
18 purported efforts to remove any tax liability for Client 4 and Client  
19 5, including defendant GIRARDI's travel to Washington, D.C., to meet  
20 with government officials to remove tax liability for the settlement  
21 when, as defendant GIRARDI then knew, Client 4's and Client 5's  
22 settlement funds were not taxable; and

23 e. Falsely informing Client 4 and Client 5 that their  
24 settlement funds could not be disbursed until additional court  
25 approvals were received when, as defendant GIRARDI then knew, no  
26 further court orders were necessary.

27 20. Between at least in or about 2010 and in or about December  
28 2020, as a result of this scheme to defraud, defendants GIRARDI and

1 KAMON obtained money and property belonging to victim Clients 1-5 in  
2 excess of \$15,000,000.

3 C. USE OF THE WIRES

4 21. On or about the following dates, within the Central  
5 District of California, and elsewhere, defendants GIRARDI and KAMON,  
6 aiding and abetting each other, for the purpose of executing the  
7 above-described scheme to defraud, transmitted and caused to be  
8 transmitted by means of wire communication in interstate commerce the  
9 following items:

COUNT	DATE	WIRE
ONE	6/17/19	Wire Transfer of approximately \$4,000,000 from City National Bank, in Los Angeles, California, through the Fedwire system to the Nano Banc IOLTA Account, in Los Angeles, California, from the settlement related to Client 4 and Client 5, which defendants GIRARDI and KAMON caused to be spent, in part, for costs and expenses unrelated to Client 4 and Client 5.
TWO	7/1/19	Wire clearing an approximately \$2,500,000 check drawn on the Nano Banc IOLTA Account, in Los Angeles, California and deposited into First Century Bank, in Los Angeles, California, which wire traveled via a server located in Oklahoma City, Oklahoma, for the benefit of Client 1, the source of which funds was, in part, the settlement proceeds belonging to Client 4 and Client 5.
THREE	5/22/20	Wire Transfer of approximately \$128,250 from Bank of America, in New York, New York, through the Fedwire system to the Torrey Pines IOLTA Account, in Los Angeles, California, from the settlement related to Client 3, which defendants GIRARDI and KAMON spent, in part, for costs and expenses unrelated to Client 3.
FOUR	6/25/20	Wire clearing a check of approximately \$504,400 by drawing upon a JPMorgan Chase Bank account in Fort Washington, New York, and crediting funds to the Torrey Pines IOLTA Account in Los Angeles, California, representing Client 2's settlement proceeds, spent, in part, for costs and expenses unrelated to Client 2.

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COUNT	DATE	WIRE
FIVE	7/9/20	Wire transfer of approximately \$15,000 from a Girardi Keese operating account in Los Angeles, California, to American Express via a server located in Phoenix, Arizona, as payment for charges incurred on the Girardi Keese Corporate American Express Card issued to defendant KAMON, the source of which funds was, in part, the settlement proceeds belonging to Client 2

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1 FORFEITURE ALLEGATION

2 [18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c)]

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 defendant THOMAS VINCENT  
8 GIRARDI's and/or defendant CHRISTOPHER KAZUO KAMON's conviction of  
9 and of the offenses set forth in any of Counts One through Five of  
10 this Indictment.

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

13 (a) All right, title, and interest in any and all  
14 property, real or personal, constituting, or derived from, any  
15 proceeds traceable to the offense; and

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

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

3 A TRUE BILL

4  
5 /s/

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Foreperson

7 E. MARTIN ESTRADA  
8 United States Attorney

9 

10 MACK E. JENKINS  
11 Assistant United States Attorney  
12 Chief, Criminal Division

13 RANEE A. KATZENSTEIN  
14 Assistant United States Attorney  
15 Chief, Major Frauds Section

16 SCOTT PAETTY  
17 Assistant United States Attorney  
18 Deputy Chief, Major Frauds Section

19 ALI MOGHADDAS  
20 Assistant United States Attorney  
21 Major Frauds Section