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13 Attorneys for Plaintiff
 UNITED STATES OF AMERICA

14 UNITED STATES DISTRICT COURT

15 FOR THE CENTRAL DISTRICT OF CALIFORNIA

16 UNITED STATES OF AMERICA,

No. CR 24-630 (A)-PA

17 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
ADAM IZA

18 v.

19 ADAM IZA,
 20 aka "The Godfather,"
 aka "Ahmed Faiq,"
 21 aka "Diego,"
 aka "Diego Facebook,"
 22 aka "Tony Brambilla,"
 aka "Leo,"

23 Defendant.
 24

25 1. This constitutes the plea agreement between Adam Iza
 26 ("defendant") and the United States Attorney's Office for the Central
 27 District of California (the "USAO") in the above-captioned case.
 28 This agreement is limited to the USAO and cannot bind any other

1 federal, state, local, or foreign prosecuting, enforcement,
2 administrative, or regulatory authorities.

3 DEFENDANT'S OBLIGATIONS

4 2. Defendant agrees to:

5 a. Give up the right to indictment by a grand jury and,
6 at the earliest opportunity requested by the USAO and provided by the
7 Court, appear and plead guilty to a three-count first superseding
8 information ("FSI") in the form attached to this agreement as Exhibit
9 A or a substantially similar form, which charges defendant with
10 violations of 18 U.S.C. § 1343: Wire Fraud; 18 U.S.C. § 241:
11 Conspiracy Against Rights; and 26 U.S.C. § 7201: Evasion of Tax
12 Assessment.

13 b. Not contest facts agreed to in this agreement.

14 c. Abide by all agreements regarding sentencing contained
15 in this agreement.

16 d. Appear for all court appearances, surrender as ordered
17 for service of sentence, obey all conditions of any bond, and obey
18 any other ongoing court order in this matter.

19 e. Be truthful at all times with Pretrial Services, the
20 United States Probation Office, and the Court.

21 f. Not commit any crime; however, offenses that would be
22 excluded for sentencing purposes under United States Sentencing
23 Guideline ("U.S.S.G." or "Sentencing Guideline") § 4A1.2(c) are not
24 within the scope of this agreement.

25 g. Pay all tax deficiencies, fraud penalties, and
26 statutory interest obligations as provided in paragraph 3 of this
27 agreement.

28

1 h. Pay the applicable special assessments at or before
2 the time of sentencing.

3 PAYMENT OF TAXES OWED

4 3. Defendant admits that he received unreported gross receipts
5 of at least \$4,852,750, \$18,414,314, \$9,341,034, and \$3,752,746 for
6 the years 2020, 2021, 2022, and 2023, respectively. Defendant agrees
7 that:

8 a. Defendant is liable for the tax deficiencies resulting
9 from the failure to report this income and the fraud penalty imposed
10 by the Internal Revenue Code, 26 U.S.C. § 6651(f), for his willful
11 and fraudulent failure to file tax returns for the years 2020, 2021,
12 2022, and 2023.

13 b. Defendant will execute closing agreements (the
14 "Closing Agreements") with the Internal Revenue Service ("IRS")
15 within 30 days from the execution of this plea agreement, permitting
16 the IRS to assess and collect: (1) tax liabilities that total, at a
17 minimum, \$1,755,357.00, \$6,772,725.00, \$3,414,346.00, and
18 \$1,343,724.00 for the tax years 2020, 2021, 2022, and 2023,
19 respectively; (2) fraud penalties applicable to such deficiencies in
20 the amounts of \$1,316,517.75, \$5,079,543.75, \$2,560,759.50, and
21 \$1,007,793.00, respectively; and (3) statutory interest on the tax
22 liabilities (computed to January 1, 2025), in the amounts of
23 \$747,658.50, \$2,457,396.98, \$843,975.87, and \$137,493.01,
24 respectively, as provided by law.

25 c. Defendant will make good faith efforts to pay the tax
26 deficiencies, fraud penalties imposed by the Internal Revenue Code,
27 and statutory interest obligations as acknowledged in the Closing
28 Agreements, and as directed by the IRS, prior to sentencing or prior

1 to June 30, 2025, whichever comes first.

2 d. Defendant gives up any and all objections that could
3 be asserted to the Examination Division of the IRS receiving
4 materials or information obtained during the criminal investigation
5 of this matter, including materials and information obtained through
6 grand jury subpoenas.

7 e. Defendant will not file any claim for refund of taxes,
8 penalties, or interest for amounts attributable to the returns filed
9 in connection with this plea agreement.

10 FORFEITURE AND FINANCIAL ACCOUNTABILITY

11 4. Defendant further agrees:

12 a. To forfeit all right, title, and interest in any and
13 all monies, cryptocurrencies, properties, and other assets derived
14 from, or acquired as a result of, the fraudulent sale of access to
15 Facebook advertising accounts or lines of credit, the fraudulent sale
16 of financial interests in Zort, Inc. or "Zort Fund," the fraudulent
17 sale of "Zort Coin," and any business activity engaged in by Zort,
18 Inc., Dream Agency, Rise Agency, Inc., or Atlas Marketing Agency,
19 Inc. Forfeitable assets shall include: (1) all automobiles and bank
20 accounts identified in the seizure warrants in case numbers (a) 2:24-
21 MJ-6594 (a 2022 Mercedes Bena GLS600Z4, a 2018 Mercedes Benz GTCA,
22 and a 2019 Porsche 911) and (b) 2:24-MJ-6595 (HSBC bank accounts
23 ending in 5108 and 5116), (2) all items seized from premises located
24 at 7 Via Brezza, Newport Coast, California and 43 Beach Road, Dana
25 Point, California as reflected in search warrant inventories produced
26 to the defendant, and (3) all items seized from his person at the
27 time of his arrest with the exception of a gray and gold ring with a
28 dragon design and clear stone and an Audemars Piguet watch yellow

1 metal with blackface (identified as Asset ID # 24-FBI-006738)
2 (collectively, the "Forfeitable Assets").

3 b. To the Court's entry of an order of forfeiture at or
4 before sentencing with respect to the Forfeitable Assets and to the
5 forfeiture of the assets.

6 c. To take whatever steps are necessary to pass to the
7 United States clear title to the Forfeitable Assets, including,
8 without limitation, the execution of a consent decree of forfeiture
9 and the completing of any other legal documents required for the
10 transfer of title to the United States.

11 d. Not to contest any administrative forfeiture
12 proceedings or civil judicial proceedings commenced against the
13 Forfeitable Assets, including administrative forfeiture notice
14 #587856 dated November 22, 2024. If defendant submitted a claim
15 and/or petition for remission for all or part of the Forfeitable
16 Assets on behalf of himself or any other individual or entity,
17 defendant shall and hereby does withdraw any such claims or
18 petitions, and further agrees to waive any right he may have to seek
19 remission or mitigation of the forfeiture of the Forfeitable Assets.

20 e. Not to assist any other individual in any effort
21 falsely to contest the forfeiture of the Forfeitable Assets.

22 f. Not to claim that reasonable cause to seize the
23 Forfeitable Assets was lacking.

24 g. To prevent the transfer, sale, destruction, or loss of
25 any and all assets described above to the extent defendant has the
26 ability to do so.

27
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1 b. Abide by all agreements regarding sentencing contained
2 in this agreement.

3 c. At the time of sentencing, move to dismiss the initial
4 indictment as against defendant. Defendant agrees, however, that at
5 the time of sentencing the Court may consider any dismissed charges
6 in determining the applicable Sentencing Guidelines range, the
7 propriety and extent of any departure from that range, and the
8 sentence to be imposed.

9 d. Recommend that defendant be sentenced to a term of
10 imprisonment no higher than the low end of the applicable Sentencing
11 Guidelines range. For purposes of this agreement, the low end of the
12 Sentencing Guidelines range is that defined by the Sentencing Table
13 in U.S.S.G. Chapter 5, Part A.

14 e. At the time of sentencing, provided that defendant
15 demonstrates an acceptance of responsibility for the offense up to
16 and including the time of sentencing, recommend a two-level reduction
17 in the applicable Sentencing Guidelines offense level, pursuant to
18 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
19 additional one-level reduction if available under that section.

20 f. Not further criminally prosecute defendant for federal
21 crimes, including 18 U.S.C. § 1201 (kidnapping), 18 U.S.C. § 1951
22 (extortion), 18 U.S.C. § 242 (deprivation of rights), 18 U.S.C.
23 § 1028A (aggravated identity theft), 18 U.S.C. § 1029(a)(2) (access
24 device fraud), 18 U.S.C. § 924 (firearms enhancement penalties), 18
25 U.S.C. § 1503 (obstruction of justice), and 18 U.S.C. § 1001 (false
26 statements) arising out of defendant's conduct alleged in the
27 indictment, the FSI, and the Factual Basis to this plea agreement.
28 Defendant understands that the USAO is free to criminally prosecute

1 defendant for any other unlawful past conduct not presently known to
2 the USAO or any unlawful conduct that occurs after the date of this
3 agreement. Defendant agrees that at the time of sentencing the Court
4 may consider the dismissed conduct in determining the applicable
5 Sentencing Guidelines range, the propriety and extent of any
6 departure from that range, and the sentence to be imposed after
7 consideration of the Sentencing Guidelines and all other relevant
8 factors under 18 U.S.C. § 3553(a).

9 NATURE OF THE OFFENSES

10 7. Defendant understands that for defendant to be guilty of
11 the crime charged in count one of the FSI, that is, wire fraud, in
12 violation of 18 U.S.C. § 1343, the following must be true: (1)
13 defendant devised or knowingly participated in a scheme or plan to
14 defraud for the purpose of obtaining money or property by means of
15 false or fraudulent pretenses, representations, or promises, or
16 omitted facts; (2) the statements made or facts omitted as part of
17 the scheme were material; that is, they had a natural tendency to
18 influence, or were capable of influencing, a person to part with
19 money or property; (3) defendant acted with the intent to defraud,
20 that is, the intent to deceive and cheat; and (4) defendant used, or
21 caused someone to use, an interstate wire communication to carry out
22 or attempt to carry out an essential part of the scheme or plan.

23 8. Defendant understands that for defendant to be guilty of
24 the crime charged in count two of the FSI, that is, 18 U.S.C. § 241:
25 Conspiracy Against Rights, the following must be true: (1) there was
26 an agreement between two or more persons to injure, oppress,
27 threaten, or intimidate a person or persons in the free exercise or
28 enjoyment of his or her rights secured by the Constitution and laws

1 of the United States, specifically, the right to be free from
2 unreasonable searches and seizures and the right to be free from
3 deprivation of liberty and property without due process of law by one
4 acting under color of law, (2), defendant knowingly became a member
5 of the conspiracy with the intent to further the conspiracy; and (3)
6 at least one of the victims was present in the State of California.

7 9. Defendant understands that for defendant to be guilty of
8 the crime charged in count three of the FSI, that is, 26 U.S.C. §
9 7201: Evasion of Tax Assessment, the following must be true: (1)
10 defendant owed more federal income tax for the calendar year than was
11 declared due on the defendant's income tax return for that calendar
12 year; (2) defendant knew that more federal income tax was owed than
13 was declared due on the defendant's income tax return; (3) defendant
14 made an affirmative attempt to evade or defeat such additional tax;
15 and (4) in attempting to evade or defeat such additional tax, the
16 defendant acted willfully.

17 PENALTIES AND RESTITUTION

18 10. Defendant understands that the statutory maximum sentence
19 that the Court can impose for a violation of 18 U.S.C. § 1343 is:
20 twenty years' imprisonment; a three-year period of supervised
21 release; a fine of \$250,000 or twice the gross gain or gross loss
22 resulting from the offense, whichever is greatest; and a mandatory
23 special assessment of \$100.

24 11. Defendant understands that the statutory maximum sentence
25 that the Court can impose for a violation of 18 U.S.C. § 241 is: ten
26 years' imprisonment; a three-year period of supervised release; a
27 fine of \$250,000 or twice the gross gain or gross loss resulting from
28

1 the offense, whichever is greatest; and a mandatory special
2 assessment of \$100.

3 12. Defendant understands that the statutory maximum sentence
4 that the Court can impose for a violation of 26 U.S.C. § 7201 is:
5 five years' imprisonment; a three-year period of supervised release;
6 a fine of \$250,000 or twice the gross gain or gross loss resulting
7 from the offense, whichever is greatest; and a mandatory special
8 assessment of \$100.

9 13. Defendant understands, therefore, that the total maximum
10 sentence for all offenses to which defendant is pleading guilty is:
11 thirty-five years imprisonment; a three-year period of supervised
12 release; a fine of \$750,000 or twice the gross gain or gross loss
13 resulting from the offenses, whichever is greatest; and a mandatory
14 special assessment of \$300.

15 14. Defendant understands that supervised release is a period
16 of time following imprisonment during which defendant will be subject
17 to various restrictions and requirements. Defendant understands that
18 if defendant violates one or more of the conditions of any supervised
19 release imposed, defendant may be returned to prison for all or part
20 of the term of supervised release authorized by statute for the
21 offense that resulted in the term of supervised release, which could
22 result in defendant serving a total term of imprisonment greater than
23 the statutory maximum stated above.

24 15. Defendant understands that defendant will be required to
25 pay full restitution to the victims of the offenses to which
26 defendant is pleading guilty. Defendant also agrees that the Court
27 may order restitution to compensate losses suffered by any victim as
28 a result of (a) any relevant conduct, as defined in U.S.S.G. § 1B1.3,

1 in connection with the offenses to which defendant is pleading
2 guilty; and (b) any counts dismissed pursuant to this agreement as
3 well as all relevant conduct, as defined in U.S.S.G. § 1B1.3, in
4 connection with those counts. Defendant also agrees that, in return
5 for the USAO's compliance with its obligations under this agreement,
6 the Court may order restitution to persons other than the victims of
7 the offenses to which defendant is pleading guilty and in amounts
8 greater than those alleged in the counts to which defendant is
9 pleading guilty, namely, the individuals, entities, and amounts set
10 forth in the Factual Basis section of this plea agreement. Defendant
11 understands and agrees that the Court: (a) may order defendant to pay
12 restitution in the form of any additional taxes, interest, and
13 penalties that defendant owes to the United States based upon the
14 count of conviction and other relevant conduct, specifically tax
15 liabilities for the 2020, 2021, 2022, 2023 calendar years; and
16 (b) must order defendant to pay the costs of prosecution, which may
17 be in addition to the statutory maximum fine stated above. The
18 parties stipulate that the appropriate amount of restitution
19 pertinent to Count Three of the FSI should be the tax deficiencies
20 plus penalties and interest set forth in the Closing Agreements
21 referenced in paragraph 3. The parties recognize and agree that
22 restitution amounts indicated in this plea agreement could change
23 based on facts that come to the attention of the parties prior to
24 sentencing.

25 16. The government is not precluded from pursuing, in excess of
26 any payment schedule set by the Court, any and all available remedies
27 by which to satisfy defendant's payment of the full financial
28 obligation, including referral to the Treasury Offset Program.

1 17. Defendant understands that, by pleading guilty, defendant
2 may be giving up valuable government benefits and valuable civic
3 rights, such as the right to vote, the right to possess a firearm,
4 the right to hold office, and the right to serve on a jury.

5 Defendant understands that he is pleading guilty to a felony and that
6 it is a federal crime for a convicted felon to possess a firearm or
7 ammunition. Defendant understands that the convictions in this case
8 may also subject defendant to various other collateral consequences,
9 including but not limited to revocation of probation, parole, or
10 supervised release in another case and suspension or revocation of a
11 professional license. Defendant understands that unanticipated
12 collateral consequences will not serve as grounds to withdraw
13 defendant's guilty pleas.

14 18. Defendant and his counsel have discussed the fact that, and
15 defendant understands that, if defendant is not a United States
16 citizen, the convictions in this case makes it practically inevitable
17 and a virtual certainty that defendant will be removed or deported
18 from the United States. Defendant may also be denied United States
19 citizenship and admission to the United States in the future.

20 Defendant understands that while there may be arguments that
21 defendant can raise in immigration proceedings to avoid or delay
22 removal, removal is presumptively mandatory and a virtual certainty
23 in this case. Defendant further understands that removal and
24 immigration consequences are the subject of a separate proceeding and
25 that no one, including his attorney or the Court, can predict to an
26 absolute certainty the effect of his convictions on his immigration
27 status. Defendant nevertheless affirms that he wants to plead guilty

28

1 regardless of any immigration consequences that his pleas may entail,
2 even if the consequence is automatic removal from the United States.

3 FACTUAL BASIS

4 19. Defendant admits that defendant is, in fact, guilty of the
5 offenses to which defendant is agreeing to plead guilty. Defendant
6 and the USAO agree to the statement of facts provided below and agree
7 that this statement of facts is sufficient to support a pleas of
8 guilty to the charges described in this agreement and to establish
9 the Sentencing Guidelines factors set forth in paragraphs 21, 22, and
10 23 below but is not meant to be a complete recitation of all facts
11 relevant to the underlying criminal conduct or all facts known to
12 either party that relate to that conduct.

13 Background

14 Defendant is a United States citizen who resided in Los Angeles
15 and Orange Counties, California during the 2020, 2021, 2022, 2023
16 calendar years.

17 On January 30, 2020, defendant incorporated Zort, Inc. ("Zort").
18 Defendant was engaged in a romantic relationship with Co-Schemer 1.
19 On January 31, 2020, defendant and Co-Schemer 1 jointly opened a Bank
20 of America account for Zort.

21 At defendant's direction, Co-Schemer 1 created and became the
22 sole director and sole officer of various nominee entities and also
23 opened bank accounts and engaged in financial transactions for the
24 nominee entities. On February 8, 2021, Co-Schemer 1 incorporated
25 Dream Agency ("Dream"). On April 27 and October 6, 2021,
26 respectively, Co-Schemer 1 opened Bank of America and Chase Bank
27 accounts for Dream. On April 8, 2022, Co-Schemer 1 incorporated Rise
28 Agency ("Rise"). On April 8, 2022, Co-Schemer 1 opened a Chase Bank

1 account for Rise. On April 8, 2022, Co-Schemer 1 caused her personal
2 assistant to incorporate Atlas Marketing Agency, Inc. ("Atlas"). On
3 April 22, 2022, Co-Schemer 1 and her assistant jointly opened a Chase
4 Bank account for Atlas.

5 Wire Fraud

6 Facebook, Inc. and Meta Platforms, Inc. (collectively, "Meta")
7 provide major advertising clients with business manager accounts that
8 have access to premium advertising slots on the Facebook platform.
9 These business manager accounts are provided with line of credit that
10 allows a client to post advertisements in advance of making payment.
11 After a line of credit is partially depleted, Meta issues a monthly
12 invoice that requires its client to replenish the account. Upon
13 receipt of payment, the credit line is restored to its initial
14 spending limit.

15 During the period December 2020 through September 2024,
16 defendant fraudulently gained access to Meta business manager
17 accounts and their associated lines of credit. Defendant then sold
18 access to the compromised business manager accounts and lines of
19 credit to various advertising companies thereby making substantial
20 profits. From approximately 2020 through 2022, defendant received
21 approximately \$37 million associated with the sale of access to the
22 Meta advertisement accounts into the Zort, Dream, and Rise bank
23 accounts from domestic and international payors.

24 As a result of the fraud, Meta clients were billed for, and paid
25 for, advertising expenditures they did not incur. Where Meta or Meta
26 clients discovered the fraudulent billing, Meta refunded its clients,
27 thereby suffering the loss.

28 Defendant initially was introduced to the fraudulent scheme

1 through Co-Schemer 2. Co-Schemer 2 purchased access to the Meta
2 business manager accounts and credit lines from Co-Schemer 3, who
3 resided in Kosovo. Co-Schemer 3 gained access to the Meta business
4 manager accounts and credit lines through phishing attacks in which
5 Co-Schemer 3 would falsely pose as a legitimate owner of the
6 accounts. Beginning in December 2020, defendant assisted Co-Schemer
7 2 in the fraudulent scheme by routing sales proceeds into defendant's
8 business, Zort. Defendant also received income from Zort via the
9 fraudulent scheme in the form of cryptocurrency.

10 In January 2021, Co-Schemer 2 asked defendant to hold onto Co-
11 Schemer 2's electronic devices on a temporary basis which defendant
12 then exploited to assume control of the fraudulent Meta scheme.
13 Defendant sent cryptocurrency to Co-Schemer 3 to purchase compromised
14 Meta business manager accounts and credit lines, sold clients access
15 to the compromised accounts, and received payments for such access
16 via wire transfers into Zort's bank account, as well as via
17 cryptocurrency.

18 As early as May 2021, defendant had personally engaged in
19 phishing against Meta, thereby cutting out Co-Schemer 3 as the
20 middleman. Defendant fraudulently posed as legitimate Meta clients,
21 accessed Meta client business manager accounts, sold access to the
22 associated lines of credit to his clients, and received payments from
23 clients via wire transfers into the Zort, Dream, and Rise bank
24 accounts.

25 For example, between January 22 through February 19, 2022,
26 defendant fraudulently accessed a business manager account owned by
27 victim AGM, allocated portions of AGM's lines of credit to four
28 different business manager accounts, and sold access to those lines

1 of credit to defendant's own clients, which resulted in the following
2 spending against AGM's line of credit:

<u>Account</u>	<u>Invoiced Amount</u>
XXXX9224	\$13,620
XXXX1908	\$ 6,279
XXXX3506	\$45,174
XXXX0869	\$41,762

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7 On February 19, 2022, Meta restricted access to AGM's line of
8 credit based upon suspicious activity on the account. On March 8,
9 2022, after receiving Meta invoices requesting payments in the
10 amounts referenced above for advertising that AGM had not incurred,
11 AGM notified Meta of the fraud and requested compensation which Meta
12 ultimately provided.

13
14 On March 9, 2022, in furtherance of the fraudulent scheme,
15 defendant caused an interstate wire transfer in the amount of \$37,540
16 to be transmitted from a client to Dream's Chase Bank account.

17 Tax Evasion

18 From 2020 through 2023, defendant, through Zort, Rise, Dream,
19 and Atlas, received, at a minimum, the following gross income from
20 customers who had purchased fraudulent access to Meta advertisement
21 accounts:

<u>Year</u>	<u>Amount</u>
2020	\$ 4,852,750
2021	\$18,414,314
2022	\$ 9,341,034
2023	\$ 3,752,746
Total	\$36,360,844

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26
27 resulting in the following losses to the United States Treasury:
28

<u>Year</u>	<u>Amount</u>
2020	\$ 1,755,357
2021	\$ 6,772,725
2022	\$ 3,414,346
2023	\$ 1,343,724
Total	\$13,286,152

1 Year Amount
2 2020 \$ 1,755,357
3 2021 \$ 6,772,725
4 2022 \$ 3,414,346
5 2023 \$ 1,343,724
6 **Total** **\$13,286,152**

7 Despite knowing that he had a legal duty to file federal
8 individual tax returns for each of the calendar years 2020 through
9 2023, defendant failed to file any individual tax returns for any of
10 the calendar years 2020 through 2023.

11 Despite knowing that he had a legal duty to file federal
12 corporate tax returns on behalf of Zort, defendant failed to file any
13 corporate tax returns for any of the calendar years 2020 through
14 2023.

15 Defendant willfully and affirmatively attempted to evade the
16 assessment of the federal taxes due and owing to the United States of
17 America by (a) concealing his ownership and control of Zort,
18 including in his communications with advertising clients, (b)
19 concealing his control of Dream, Rise, and Atlas through the use of a
20 nominee, Co-Schemer 1, (c) causing Co-Schemer 1 to expend funds
21 obtained through the fraudulent schemes to acquire personal items for
22 the benefit of defendant and Co-Schemer 1, and (d) transferring
23 income received by Zort, Dream, Rise, and Atlas to cryptocurrency
24 custodians.

25 Conspiracy Against Rights

26 From in or around August 2021 through April 2022, defendant
27 hired off-duty Los Angeles County Sheriff Department ("LASD")
28 deputies to provide him with personal security.

 Defendant knowingly and intentionally conspired with these law
enforcement officers to obtain confidential law enforcement

1 information, personally identifiable information ("PII") about
2 persons with whom defendant had financial and other disputes (the
3 "victims"), and court-authorized search warrants to track down and
4 harass the victims. While using the sobriquet "The Godfather,"
5 defendant also knowingly and intentionally enlisted the LASD deputies
6 to intimidate and threaten these victims. These actions deprived
7 these victims of their free exercise and enjoyment of rights secured
8 to them by the Constitution and laws of the United States, that is,
9 the right to be free from unreasonable searches and seizures and the
10 right to be free from deprivation of liberty and property without due
11 process of law by one acting under color of law.

12 In furtherance of the conspiracy, defendant, the LASD deputies,
13 and others committed the following overt acts, among others:

14 On August 16, 2021, at defendant's direction, two LASD deputies
15 unholstered their firearms in defendant's office while defendant
16 demanded that Victim R.C. transfer \$25,000 to a Zort bank account
17 that defendant controlled;

18 On September 24, 2021, at defendant's direction, a LASD deputy,
19 whose private security company defendant was paying approximately
20 \$100,000 per month, informed a LASD narcotics detective that a
21 confidential informant reported that Victim R.C. was selling
22 narcotics and storing large quantities of fentanyl and cocaine at
23 Victim R.C.'s residence in Los Angeles; the LASD deputy deliberately
24 did not disclose to the narcotics detective the deputy's relationship
25 with defendant or that defendant was paying the LASD deputy large
26 sums of money;

27 In or around September 2021, defendant, a Co-Conspirator, and a
28 LASD deputy discussed and agreed to a plan whereby they would cause

1 Victim R.C. to be arrested with illegal drugs by law enforcement
2 officers;

3 On September 27, 2021, a Co-Conspirator picked up Victim R.C. in
4 Los Angeles in a vehicle, purportedly to take him to the Co-
5 Conspirator's residence; at defendant direction, the Co-Conspirator
6 made certain that Victim R.C. purchased illegal drugs and made
7 certain that those illegal drugs were placed within the vehicle;

8 On September 27, 2021, at defendant's direction, a LASD deputy
9 conducted a traffic stop of the vehicle, arrested Victim R.C. for an
10 outstanding arrest warrant, seized narcotics found within the
11 vehicle, and charged Victim R.C. with transportation of a controlled
12 substance, causing Victim R.C. to be jailed for several days;

13 On October 6, 2021, the LASD narcotics detective who received
14 information about Victim R.C. from the LASD deputy in defendant's
15 employ obtained a warrant from a Los Angeles County Superior Court
16 judge to search Victim R.C.'s residence, which was executed on
17 October 12, 2021;

18 On October 20, 2021, at defendant's direction, LASD deputies in
19 the defendant's employ restrained Victim L.A. from leaving
20 defendant's residence while defendant held Victim L.A. at gunpoint
21 and forced him to transfer \$127,000 into the Dream bank account;

22 On November 21, 2021, while defendant and Victim E.Z. were
23 meeting outside a gas station/convenience store in Riverside County,
24 and for the purpose of obtaining a laptop containing large amount of
25 cryptocurrency ("the Laptop") that defendant believed to be in the
26 possession of Victim E.Z, one of defendant's bodyguards brandished a
27 firearm at Victim E.Z. at defendant's direction, at which point
28 Victim E.Z. ran and called 911;

1 Beginning in or around November 2021 and continuing into March
2 2022, at defendant's direction, LASD deputies in the defendant's
3 employ accessed and/or used sensitive and confidential law
4 enforcement databases to obtain personal identifying information
5 regarding Victim E.Z., Victim D.D., their family members and
6 acquaintances, and others, in violation of LASD policies restricting
7 the use of such databases to official LASD business;

8 In or around January 2022, defendant and an LASD deputy employed
9 by defendant discussed and agreed that the deputy would attempt to
10 locate Victim E.Z. by obtaining a search warrant related to Victim
11 E.Z.'s telephone number;

12 On January 6, 2022, the LASD deputy applied for and obtained a
13 search warrant from a Los Angeles County Superior Court judge for GPS
14 location information associated with multiple telephone numbers,
15 including Victim E.Z.'s telephone number; in the sworn affidavit
16 supporting the warrant application, the LASD deputy falsely stated
17 that Victim E.Z.'s telephone number was associated with a suspect in
18 a firearms investigation;

19 In or around January 2022, at defendant's direction, the LASD
20 deputy used the GPS location information obtained from the warrant to
21 locate Victim E.Z. and a residence where Victim E.Z. was staying;

22 On March 12, 2022, an individual employed by defendant and at
23 defendant's direction assaulted Victim D.D. and stole a laptop,
24 mistakenly believed by defendant to be the Laptop, from Victim D.D.;

25 and
26 On March 30, 2022, defendant relayed information to a third
27 party about his desire to have Victim E.Z. relinquish the Laptop
28 through use of force if necessary. As a result, the third party

1 caused three armed individuals to force entry into Victim E.Z.'s
2 residence and use firearms to force Victim E.Z. to relinquish the
3 Laptop; as the three armed individuals forced open the door of Victim
4 E.Z.'s residence, Victim E.Z. fired in their direction and they fled.

5 SENTENCING FACTORS

6 20. Defendant understands that in determining defendant's
7 sentence the Court is required to calculate the applicable Sentencing
8 Guidelines range and to consider that range, possible departures
9 under the Sentencing Guidelines, and the other sentencing factors set
10 forth in 18 U.S.C. § 3553(a). Defendant understands that the
11 Sentencing Guidelines are advisory only, that defendant cannot have
12 any expectation of receiving a sentence within the calculated
13 Sentencing Guidelines range, and that after considering the
14 Sentencing Guidelines and the other § 3553(a) factors, the Court will
15 be free to exercise its discretion to impose any sentence it finds
16 appropriate up to the maximum set by statute for the crime of
17 conviction.

18 21. Defendant and the USAO agree to the following applicable
19 Sentencing Guidelines factors apply to the wire fraud count:

20	Base Offense Level	7 [U.S.S.G. § 2B1.1(a)]
21	Loss (>\$25,000,000)	+22 [U.S.S.G. § 2B1.1(b)(1)]
22	Sophisticated Means	+2 [U.S.S.G. § 2B1.1(b)(10)]

23 22. Defendant and the USAO agree to the following applicable
24 Sentencing Guidelines factors apply to the tax evasion of a tax
25 assessment count:

26	Base Offense Level (>\$9,500,000)	26 [U.S.S.G. § 2T4.1]
27	Criminal Activity	+2 [U.S.S.G. § 2T1.1(b)(1)]
28	Sophisticated Means	+2 [U.S.S.G. § 2T1.1(b)(2)]

1 23. Defendant and the USAO agree to the following applicable
2 Sentencing Guidelines factors apply to the Conspiracy Against Rights:

3 Base Offense Level (>2 actors) 12 [U.S.S.G. § 2H1.1(a)(2)]

4 Under Color of Law +6 [U.S.S.G. § 2H1.1(b)(1)]

5 24. Defendant and the USAO reserve the right to argue that
6 additional specific offense characteristics, adjustments, and
7 departures under the Sentencing Guidelines are appropriate.

8 25. Defendant understands that there is no agreement as to
9 grouping of offenses for the purposes of U.S.S.G § 3D1.2(d).

10 26. Defendant understands that there is no agreement as to
11 defendant's criminal history or criminal history category.

12 27. Defendant and the USAO reserve the right to argue for a
13 sentence outside the sentencing range established by the Sentencing
14 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
15 (a)(2), (a)(3), (a)(6), and (a)(7).

16 WAIVER OF CONSTITUTIONAL RIGHTS

17 28. Defendant understands that by pleading guilty, defendant
18 gives up the following rights:

19 a. The right to persist in a plea of not guilty.

20 b. The right to a speedy and public trial by jury.

21 c. The right to be represented by counsel -- and if
22 necessary have the Court appoint counsel -- at trial. Defendant
23 understands, however, that, defendant retains the right to be
24 represented by counsel -- and if necessary have the Court appoint
25 counsel -- at every other stage of the proceeding.

26 d. The right to be presumed innocent and to have the
27 burden of proof placed on the government to prove defendant guilty
28 beyond a reasonable doubt.

1 e. The right to confront and cross-examine witnesses
2 against defendant.

3 f. The right to testify and to present evidence in
4 opposition to the charges, including the right to compel the
5 attendance of witnesses to testify.

6 g. The right not to be compelled to testify, and, if
7 defendant chose not to testify or present evidence, to have that
8 choice not be used against defendant.

9 h. Any and all rights to pursue any affirmative defenses,
10 Fourth Amendment or Fifth Amendment claims, and other pretrial
11 motions that have been filed or could be filed.

12 WAIVER OF APPEAL AND COLLATERAL ATTACK

13 29. Defendant gives up the right to appeal all of the
14 following: (a) with the exception of an appeal based on a claim that
15 defendant's guilty pleas were involuntary, defendant's convictions on
16 the offenses to which defendant is pleading guilty; (b) the
17 procedures and calculations used to determine and impose any portion
18 of the sentence; (c) the term of imprisonment imposed by the Court,
19 including, to the extent permitted by law, the constitutionality or
20 legality of defendant's sentence, provided it is within the statutory
21 maximums; (d) the fine imposed by the Court, provided it is within
22 the statutory maximums; (e) the amount and terms of any restitution
23 order; (f) the term of probation or supervised release imposed by the
24 Court, provided it is within the statutory maximum; and (g) any of
25 the conditions of probation or supervised release imposed by the
26 Court as set forth in Second Amended General Order 20-04 of this
27 Court, the drug testing conditions mandated by 18 U.S.C. §§
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1 3563(a) (5) and 3583(d), and the alcohol and drug use conditions
2 authorized by 18 U.S.C. § 3563(b) (7).

3 30. Defendant also gives up any right to bring a post-
4 conviction collateral attack on the convictions or sentence,
5 including any order of restitution, except a post-conviction
6 collateral attack based on a claim of ineffective assistance of
7 counsel, a claim of newly discovered evidence, or an explicitly
8 retroactive change in the applicable Sentencing Guidelines,
9 sentencing statutes, or statutes of conviction.

10 31. Defendant understands that these waivers include, but is
11 not limited to, arguments that the statutes to which defendant is
12 pleading guilty is unconstitutional, and any and all claims that the
13 Factual Basis provided herein is insufficient to support defendant's
14 pleas of guilty.

15 32. The USAO agrees that, provided (a) all portions of the
16 sentence are at or below the statutory maximum and (b) the amount of
17 restitution ordered with respect to count three is equal to or
18 greater than the amounts set forth in the Closing Agreements, the
19 USAO gives up its right to appeal any portion of the sentence, with
20 the exception that the USAO reserves the right to appeal the amount
21 of restitution ordered with respect to counts one and three.

22 RESULT OF WITHDRAWAL OF GUILTY PLEA

23 33. Defendant agrees that if, after entering guilty pleas
24 pursuant to this agreement, defendant seeks to withdraw and succeeds
25 in withdrawing defendant's guilty pleas on any basis other than a
26 claim and finding that entry into this plea agreement was
27 involuntary, then (a) the USAO will be relieved of all of its
28 obligations under this agreement; and (b) should the USAO choose to

1 pursue any charge that was either dismissed or not filed as a result
2 of this agreement, then (i) any applicable statute of limitations
3 will be tolled between the date of defendant's signing of this
4 agreement and the filing commencing any such action; and
5 (ii) defendant waives and gives up all defenses based on the statute
6 of limitations, any claim of pre-indictment delay, or any speedy
7 trial claim with respect to any such action, except to the extent
8 that such defenses existed as of the date of defendant's signing this
9 agreement.

10 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

11 34. Defendant agrees that if any count of conviction is
12 vacated, reversed, or set aside, the USAO may: (a) ask the Court to
13 resentence defendant on any remaining counts of conviction, with both
14 the USAO and defendant being released from any stipulations regarding
15 sentencing contained in this agreement, (b) ask the Court to void the
16 entire plea agreement and vacate defendant's guilty pleas on any
17 remaining counts of conviction, with both the USAO and defendant
18 being released from all their obligations under this agreement, or
19 (c) leave defendant's remaining convictions, sentence, and plea
20 agreement intact. Defendant agrees that the choice among these three
21 options rests in the exclusive discretion of the USAO.

22 EFFECTIVE DATE OF AGREEMENT

23 35. This agreement is effective upon signature and execution of
24 all required certifications by defendant, defendant's counsel, and an
25 Assistant United States Attorney.

26 BREACH OF AGREEMENT

27 36. Defendant agrees that if defendant, at any time after the
28 signature of this agreement and execution of all required

1 certifications by defendant, defendant's counsel, and an Assistant
2 United States Attorney, knowingly violates or fails to perform any of
3 defendant's obligations under this agreement ("a breach"), the USAO
4 may declare this agreement breached. All of defendant's obligations
5 are material, a single breach of this agreement is sufficient for the
6 USAO to declare a breach, and defendant shall not be deemed to have
7 cured a breach without the express agreement of the USAO in writing.
8 If the USAO declares this agreement breached, and the Court finds
9 such a breach to have occurred, then:

10 a. If defendant has previously entered guilty pleas
11 pursuant to this agreement, defendant will not be able to withdraw
12 the guilty pleas;

13 b. The USAO will be relieved of all its obligations under
14 this agreement; in particular, the USAO: (i) will no longer be bound
15 by any agreements concerning sentencing and will be free to seek any
16 sentence up to the statutory maximum for the crimes to which
17 defendant has pleaded guilty; and (ii) will no longer be bound by any
18 agreements regarding criminal prosecution, and will be free to
19 criminally prosecute defendant for any crime, including charges that
20 the USAO would otherwise have been obligated to dismiss or not to
21 criminally prosecute pursuant to this agreement.

22 c. The USAO will be free to criminally prosecute
23 defendant for false statement, obstruction of justice, and perjury
24 based on any knowingly false or misleading statement by defendant.

25 37. Following the Court's finding of a knowing breach of this
26 agreement by defendant, should the USAO choose to pursue any charge
27 that was either dismissed or not filed as a result of this agreement,
28 then:

1 a. Defendant agrees that any applicable statute of
2 limitations is tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action.

4 b. Defendant waives and gives up all defenses based on
5 the statute of limitations, any claim of pre-indictment delay, or any
6 speedy trial claim with respect to any such action, except to the
7 extent that such defenses existed as of the date of defendant's
8 signing this agreement.

9 COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

10 OFFICE NOT PARTIES

11 38. Defendant understands that the Court and the United States
12 Probation and Pretrial Services Office are not parties to this
13 agreement and need not accept any of the USAO's sentencing
14 recommendations or the parties' agreements to facts or sentencing
15 factors.

16 39. Defendant understands that both defendant and the USAO are
17 free to: (a) supplement the facts by supplying relevant information
18 to the United States Probation and Pretrial Services Office and the
19 Court, (b) correct any and all factual misstatements relating to the
20 Court's Sentencing Guidelines calculations and determination of
21 sentence, and (c) argue on appeal and collateral review that the
22 Court's Sentencing Guidelines calculations and the sentence it
23 chooses to impose are not error, although each party agrees to
24 maintain its view that the calculations in paragraphs 21, 22, and 23
25 are consistent with the facts of this case. This paragraph permits
26 both the USAO and defendant to submit full and complete factual
27 information to the United States Probation and Pretrial Services
28 Office and the Court, even if that factual information may be viewed

1 as inconsistent with the Factual Basis or Sentencing Factors agreed
2 to in this agreement.

3 40. Defendant understands that even if the Court ignores any
4 sentencing recommendation, finds facts or reaches conclusions
5 different from those agreed to, and/or imposes any sentence up to the
6 maximum established by statute, defendant cannot, for that reason,
7 withdraw defendant's guilty pleas, and defendant will remain bound to
8 fulfill all defendant's obligations under this agreement. Defendant
9 understands that no one -- not the prosecutor, defendant's attorney,
10 or the Court -- can make a binding prediction or promise regarding
11 the sentence defendant will receive, except that it will be within
12 the statutory maximum.

13 NO ADDITIONAL AGREEMENTS

14 41. Defendant understands that, except as set forth herein,
15 there are no promises, understandings, or agreements between the USAO
16 and defendant or defendant's attorney, and that no additional
17 promise, understanding, or agreement may be entered into unless in a
18 writing signed by all parties or on the record in court.

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PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

42. The parties agree that this agreement will be considered part of the record of defendant's guilty plea hearing as if the entire agreement had been read into the record of the proceeding.

AGREED AND ACCEPTED

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF
CALIFORNIA

E. MARTIN ESTRADA
United States Attorney



DANIEL J. O'BRIEN
J. JAMARI BUXTON
MAXWELL COLL
Assistant United States Attorneys

01/14/25
Date



ADAM IZA
Defendant

1/13/25
Date




JOSEF SADAT
Attorney for Defendant ADAM IZA

1/13/25
Date

CERTIFICATION OF DEFENDANT

I have read this agreement in its entirety. I have had enough time to review and consider this agreement, and I have carefully and thoroughly discussed every part of it with my attorney. I understand the terms of this agreement, and I voluntarily agree to those terms. I have discussed the evidence with my attorney, and my attorney has

1 advised me of my rights, of possible pretrial motions that might be
2 filed, of possible defenses that might be asserted either prior to or
3 at trial, of the sentencing factors set forth in 18 U.S.C. § 3553(a),
4 of relevant Sentencing Guidelines provisions, and of the consequences
5 of entering into this agreement. No promises, inducements, or
6 representations of any kind have been made to me other than those
7 contained in this agreement. No one has threatened or forced me in
8 any way to enter into this agreement. I am satisfied with the
9 representation of my attorney in this matter, and I am pleading
10 guilty because I am guilty of the charges and wish to take advantage
11 of the promises set forth in this agreement, and not for any other
12 reason.

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ADAM IZA
Defendant

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Date 1/13/25

CERTIFICATION OF DEFENDANT'S ATTORNEY

19 I am ADAN IZA's attorney. I have carefully and thoroughly
20 discussed every part of this agreement with my client. Further, I
21 have fully advised my client of his rights, of possible pretrial
22 motions that might be filed, of possible defenses that might be
23 asserted either prior to or at trial, of the sentencing factors set
24 forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
25 provisions, and of the consequences of entering into this agreement.
26 To my knowledge: no promises, inducements, or representations of any
27 kind have been made to my client other than those contained in this
28 agreement; no one has threatened or forced my client in any way to

1 enter into this agreement; my client's decision to enter into this
2 agreement is an informed and voluntary one; and the Factual Basis set
3 forth in this agreement is sufficient to support my client's entry of
4 guilty pleas pursuant to this agreement.

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JOSEF SADAT
Attorney for Defendant ADAM IZA

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1/13/25

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

No. 2:23-00630 (A) -PA

F I R S T
S U P E R S E D I N G
I N F O R M A T I O N

ADAM IZA,
aka "The Godfather,"
aka "Ahmed Faiq,"
aka "Diego,"
aka "Diego Facebook,"
aka "Tony Brambilla,"
aka "Leo,"

[18 U.S.C. § 241: Conspiracy
Against Rights; 18 U.S.C. § 1343:
Wire Fraud; 26 U.S.C. § 7201:
Evasion of Tax Assessment;
18 U.S.C. §§ 924(d) (1) and 982,
26 U.S.C. § 7301, and 28 U.S.C.
§ 2461(c): Criminal Forfeiture]

Defendant.

The United States Attorney charges:

INTRODUCTORY ALLEGATIONS

At times relevant to this First Superseding Information:

Defendant ADAM IZA, also known as ("aka") "The Godfather," aka
"Ahmed Faiq," aka "Diego," aka "Diego Facebook," aka "Tony
Brambilla," aka "Leo" ("IZA"), was a citizen of the United States and

1 resided in Los Angeles County and Orange County, California, within
2 the Central District of California.

3 Co-Conspirator 1 was a citizen of the United States and resided
4 in Los Angeles County and Orange County, California.

5 The Los Angeles County Sheriff's Department ("LASD") was a law
6 enforcement agency within the Central District of California. Among
7 other responsibilities, the LASD provided municipal police services
8 within Los Angeles County, California, through its thousands of sworn
9 deputies.

10 LASD Deputy 1, LASD Deputy 2, LASD Deputy 3, LASD Deputy 4, LASD
11 Deputy 5, and LASD Deputy 6 were sworn law enforcement officers
12 employed by the LASD. As LASD deputies, LASD Deputy 1, LASD Deputy
13 2, LASD Deputy 3, LASD Deputy 5, and LASD Deputy 6 were subject to an
14 oath of duty and rules of conduct. This oath and these rules
15 prohibited LASD personnel from using their law enforcement status and
16 related equipment for personal use or for non-legitimate law
17 enforcement purposes.

18 By virtue of their positions, LASD Deputy 1, LASD Deputy 2, LASD
19 Deputy 3, LASD Deputy 4, LASD Deputy 5, and LASD Deputy 6 had access
20 to sensitive law enforcement databases and other confidential
21 databases from which they could obtain personally identifiable
22 information ("PII") regarding individuals, including addresses,
23 registered vehicles, and criminal backgrounds.

24 LASD Deputy 1 was also a federal Task Force Officer ("TFO")
25 assigned to a task force involving a federal law enforcement agency.

26 Defendant IZA and Victim E.Z. were engaged in a dispute
27 involving a laptop computer believed to contain over \$100 million in
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1 cryptocurrency accessible through multiple passcodes and private
2 keys.

3 Zort, Inc. ("Zort") was a company that had developed an
4 artificial intelligence-based cryptocurrency trading platform.
5 Defendant IZA incorporated Zort on or about January 30, 2020, in the
6 State of Delaware. Zort was registered with the Internal Revenue
7 Service ("IRS") as a C corporation.

8 Dream Agency ("Dream") was a purported social media company that
9 Co-Conspirator 1 incorporated on or about February 8, 2021, in the
10 State of California. Co-Conspirator 1 was the sole director and
11 officer of Dream. Dream was registered with the IRS as an S
12 corporation, using Co-Conspirator 1's Social Security number.

13 Rise Agency, Inc. ("Rise") was a purported e-commerce company
14 that Co-Conspirator 1 incorporated on or about April 8, 2022, in the
15 State of California. Initially, Co-Conspirator 1 was the sole
16 director and officer of Rise. Defendant IZA replaced Co-Conspirator
17 1 as the Chief Executive Officer ("CEO") and director of Rise on or
18 about November 3, 2022. Rise was registered with the IRS as an S
19 corporation, using Co-Conspirator 1's Social Security number.

20 Defendant IZA and Co-Conspirator 1 opened and had signatory
21 authority over Zort corporate bank accounts, including accounts at
22 Bank of America ("BOA") and JPMorgan Chase Bank ("Chase"). Defendant
23 IZA and Co-Conspirator 1 were the only signatories on the Zort bank
24 accounts.

25 Co-Conspirator 1 opened and had signatory authority over Dream
26 corporate bank accounts, including accounts at BOA and Chase. Co-
27 Conspirator 1 was the sole signatory on the Dream bank accounts.

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1 Co-Conspirator 1 opened and had signatory authority over a Rise
2 corporate bank account with Chase. Initially, Co-Conspirator 1 was
3 the sole signatory on the Rise bank account. On or about May 4,
4 2022, defendant IZA was added as a signatory to the Rise bank
5 account.

6 Meta Platforms, Inc., formerly named Facebook, Inc.
7 (collectively, "Meta"), was a multinational technology company that
8 owned and operated the Facebook platform, a social media and social
9 networking service. Meta provided major advertising clients with
10 business manager accounts that had access to premium advertising
11 slots on the Facebook platform. These business manager accounts were
12 provided with a line of credit that allowed for the posting of
13 advertisements in advance of payment. After a line of credit was
14 partially depleted, Meta issued a monthly invoice that required its
15 client to replenish the account. Upon receipt of payment, the credit
16 line was restored to its initial spending limit.

17 Defendant IZA used fictitious names, including "Diego Facebook,"
18 "Tony Brambilla," and "Leo," to communicate with customers purchasing
19 access to the business manager accounts and lines of credit.
20 Defendant IZA, communicating through his aliases, instructed
21 customers to send payments to the Zort, Dream, and Rise bank
22 accounts. Defendant IZA, communicating through his aliases, told
23 customers that Zort was his over-the-counter broker through which he
24 would receive payment, thereby concealing his direct control over
25 Zort and its bank accounts.

26 The IRS was an agency of the United States Department of
27 Treasury responsible for administering the tax laws of the United
28 States and collecting taxes owed to the United States.

1 IRS Form 1040, U.S. Individual Income Tax Return ("Form 1040"),
2 was a form generally used by individual U.S. taxpayers to file annual
3 income tax returns.

4 IRS Form 1120, U.S. Corporation Income Tax Return ("Form 1120"),
5 was a form generally used to report the income, gains, losses,
6 deductions, and credits of a C corporation.

7 Defendant IZA derived substantial gross income from the sale of
8 Meta advertising; used the Zort, Dream, and Rise bank accounts to
9 receive such income; funneled the proceeds to his and Co-Conspirator
10 1's personal bank accounts; and used the proceeds for defendant IZA's
11 and Co-Conspirator 1's personal benefit.

12 From approximately 2020 through 2022, defendant IZA and Co-
13 Conspirator 1 received approximately \$37 million associated with the
14 sale of access to the Meta advertisement accounts into the Zort,
15 Dream, and Rise bank accounts from domestic and international payors.

16 These Introductory Allegations are incorporated into each count
17 of this First Superseding Information.

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COUNT ONE

[18 U.S.C. § 241]

OBJECT OF THE CONSPIRACY

Beginning on a date unknown and continuing through in or around June 2022, in Los Angeles County, Orange County, and Riverside County, within the Central District of California, and elsewhere, defendant ADAM IZA, and others known and unknown to the United States Attorney, conspired and agreed with each other to knowingly and intentionally injure, oppress, threaten, and intimidate persons of the State of California, namely, Victim R.C., Victim L.A., Victim E.Z., and Victim D.D., in the free exercise and enjoyment of rights secured to them by the Constitution and laws of the United States, that is, the right to be free from unreasonable searches and seizures and the right to be free from deprivation of property without due process of law by one acting under color of law.

More specifically, defendant IZA and others known and unknown to the United States Attorney would enter into a scheme to intimidate, harass, and threaten individuals with whom defendant IZA had disputes and to obtain property, including by using confidential information and court-authorized search warrants obtained by LASD deputies in their official capacities.

MEANS BY WHICH THE OBJECT OF THE CONSPIRACY WAS TO BE ACCOMPLISHED

The object of the conspiracy was to be accomplished, in substance, as follows:

Defendant IZA would hire active LASD deputies to act as his personal bodyguards, accompanying him 24 hours per day and seven days per week.

1 Defendant IZA and Co-Conspirator 1 would pay large sums of
2 money for the LASD deputies' services, including through cash
3 payments and wire transfers from the Zort and Dream bank accounts.

4 The LASD deputies often would carry firearms and/or
5 brandish their LASD badges while accompanying defendant IZA.

6 Defendant IZA would inform the LASD deputies about
7 individuals with whom he had personal and/or monetary disputes and
8 obtain the LASD deputies' assistance in gathering information about
9 those individuals; obtaining property from them; and/or retaliating
10 against them.

11 The LASD deputies would use their powers as sworn law
12 enforcement officers to improperly access sensitive law enforcement
13 databases and other confidential databases to obtain PII about
14 individuals, including addresses, registered vehicles, and criminal
15 backgrounds.

16 The LASD deputies would use their powers as sworn law
17 enforcement officers to improperly obtain court-authorized search
18 warrants related to individuals with whom defendant IZA had disputes,
19 including warrants to search individuals' residences and to obtain
20 location information associated with those individuals.

21 Defendant IZA, the LASD deputies, and their associates would use
22 confidential information that the LASD deputies obtained in their
23 official capacities to locate, intimidate, harass, threaten, and
24 extort individuals with whom defendant IZA had disputes and/or their
25 associates.

26 Defendant IZA, the LASD deputies, and their associates would
27 plan to steal, attempt to steal, and steal property from individuals
28 with whom defendant IZA had disputes and/or their associates.

1 Defendant IZA, the LASD deputies, and their associates would
2 intimidate, harass, and threaten individuals with whom defendant IZA
3 had disputes and/or their associates, including by threatening
4 violence and by using confidential information that the LASD deputies
5 obtained in their official capacities.

6 Defendant IZA and the LASD deputies and other associates would
7 conceal their activities by communicating using encrypted
8 communications applications, including Telegram, to avoid law
9 enforcement detection.

10 OVERT ACTS

11 On or about the following dates, in furtherance of the
12 conspiracy and to accomplish the object of the conspiracy, defendant
13 IZA and others known and unknown to the United States Attorney,
14 committed and caused to be committed various overt acts within the
15 Central District of California, and elsewhere, including the
16 following:

17 ***Scheme Involving Victim R.C.***

18 On August 16, 2021, during a meeting between defendant IZA and
19 Victim R.C. at defendant IZA's residence in the Bel Air neighborhood
20 of Los Angeles, defendant IZA, who had multiple firearms in his
21 immediate vicinity, demanded that Victim R.C. refund money to
22 defendant IZA in connection with an event Victim R.C. threw at
23 defendant IZA's residence on or about August 15, 2021.

24 On August 16, 2021, during the meeting at defendant IZA's
25 residence, LASD Deputy 5 and LASD Deputy 6 held Victim R.C. at
26 gunpoint in defendant IZA's presence.

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1 On August 16, 2021, through the use of R.C.'s phone, defendant
2 IZA caused approximately \$25,000 to be transferred from Victim R.C.'s
3 business's bank account to a bank account for Zort.

4 In or around August 2021, defendant IZA began communicating
5 regularly with Victim R.C.'s then-romantic partner, Co-Conspirator 2,
6 who attended the event at defendant IZA's Bel Air residence with
7 Victim R.C. on or about August 15, 2021.

8 On August 17, 2021, defendant IZA caused a text message to be
9 sent to Victim R.C. stating: "Bother [Co-Conspirator 2] again and you
10 will know who I am. Text or call [Co-Conspirator 2] again and I will
11 show up at your house."

12 In or around August 2021, defendant IZA engaged LASD Deputy 1's
13 company, Security Company 1, to provide security-related services for
14 defendant IZA.

15 Beginning in or around August 2021, defendant IZA directed
16 payments to LASD Deputy 1 and/or Security Company 1 of approximately
17 \$100,000 per month through a combination of wire transfers and cash
18 payments from the Zort and Dream bank accounts.

19 In or around August 2021, LASD Deputy 1 began assigning teams of
20 active LASD deputies to accompany defendant IZA 24 hours per day and
21 seven days per week.

22 In or around mid-to-late 2021, defendant IZA separately engaged
23 LASD Deputy 2 to provide security-related services for defendant IZA.

24 Beginning in or around fall 2021, defendant IZA caused tens of
25 thousands of dollars to be transferred from Zort, Dream, and Co-
26 Conspirator 1 to two businesses associated with LASD Deputy 2.

27 On September 24, 2021, LASD Deputy 1, after conferring with
28 defendant IZA and/or others, contacted a LASD narcotics detective and

1 informed him that a confidential informant had said that Victim R.C.
2 was selling narcotics and storing large quantities of fentanyl and
3 cocaine at Victim R.C.'s residence in Los Angeles, while deliberately
4 concealing that LASD Deputy 1 had a business relationship with
5 defendant IZA and that defendant IZA was paying LASD Deputy 1 and/or
6 Security Company 1 large sums of money.

7 In or around September 2021, defendant IZA, Co-Conspirator 2,
8 and LASD Deputy 2 discussed and agreed to a plan whereby they would
9 cause Victim R.C. to be arrested with illegal drugs by law
10 enforcement officers.

11 In or around late September 2021, at defendant IZA's direction,
12 Co-Conspirator 2 contacted Victim R.C., who was in Florida, and
13 persuaded Victim R.C. to return to Los Angeles.

14 In or around late September 2021, Co-Conspirator 2 paid for a
15 flight for Victim R.C. to travel from Florida to Los Angeles, at
16 defendant IZA's direction.

17 On September 26, 2021, defendant IZA met with Co-Conspirator 2
18 and gave Co-Conspirator 2 hundreds of dollars for Victim R.C. to use
19 to purchase illegal drugs.

20 On September 27, 2021, Co-Conspirator 2, who was communicating
21 with defendant IZA, picked up Victim R.C. in Los Angeles in a
22 vehicle, purportedly to take Victim R.C. to Co-Conspirator 2's
23 residence.

24 On September 27, 2021, Victim R.C. used the money defendant IZA
25 gave Co-Conspirator 2 to purchase illegal drugs.

26 On September 27, 2021, LASD Deputy 4 conducted a traffic stop of
27 the vehicle driven by Co-Conspirator 2, in which Victim R.C. was a
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1 passenger, in Paramount, California, after purportedly observing a
2 lane violation.

3 On September 27, 2021, after speaking with Co-Conspirator 2 and
4 Victim R.C., LASD Deputy 4 indicated that Victim R.C. had an
5 outstanding warrant and placed Victim R.C. in the back of a LASD
6 patrol vehicle.

7 On September 27, 2021, LASD Deputy 4 searched Co-Conspirator 2's
8 vehicle and found a plastic bag containing suspected cocaine under
9 the front passenger seat, where Victim R.C. had been seated, and two
10 bags containing psilocybin mushrooms inside Victim R.C.'s backpack.

11 On September 27, 2021, based upon the traffic stop, LASD Deputy
12 4 caused Victim R.C. to be charged with transportation of a
13 controlled substance and jailed for several days before the charges
14 were dropped for lack of sufficient evidence.

15 On September 27, 2021, defendant IZA communicated with Co-
16 Conspirator 2 before, during, and after the traffic stop and arrest
17 of Victim R.C.

18 On September 27, 2021, defendant IZA and LASD Deputy 2 traveled
19 to Paramount and observed Victim R.C.'s arrest, including from inside
20 defendant IZA's vehicle, and caused photographs and/or videos of the
21 incident to be taken.

22 On October 1, 2021, defendant IZA caused text messages to be
23 sent to Victim R.C. containing a photograph of Victim R.C.'s booking
24 photograph and stating: "Worthless loser. Congrats on the drug
25 felony arrest."

26 On October 1, 2021, defendant IZA caused text messages to be
27 sent to Victim R.C. that stated, "For a drug dealer, you fucked with
28

1 the wrong people," along with a photograph of Victim R.C.'s September
2 27, 2021 arrest in progress.

3 On October 2, 2021, after Victim R.C. complained Co-Conspirator
4 2 via text about being set up, defendant IZA caused a text message to
5 be sent to Victim R.C. stating: "The cops had you on their watch list
6 for week, so go complain to them [a]bout setting you up. Hahaha.
7 Worthless loser."

8 In or around early October 2021, after the LASD narcotics
9 detective whom LASD Deputy 1 contacted obtained a warrant from a Los
10 Angeles County Superior Court Judge to search Victim R.C.'s
11 residence, LASD Deputy 1 received a communication from the LASD
12 narcotics detective that officers did not find any illegal drugs
13 inside Victim R.C.'s residence during the search, which took place on
14 or about October 12, 2021 and during which Victim R.C. was detained
15 in an LASD vehicle.

16 ***Scheme Involving Victim L.A.***

17 On or about October 21, 2021, defendant IZA caused Victim L.A.,
18 with whom defendant IZA had a business dispute, to visit defendant's
19 residence in the Bel Air neighborhood of Los Angeles, where several
20 security guards, including LASD Deputy 2, were present.

21 On or about October 21, 2021, while at defendant IZA's
22 residence, defendant IZA held Victim L.A. at gunpoint, asked whether
23 Victim L.A. had scammed defendant IZA, and threatened to harm Victim
24 L.A. if Victim L.A. failed to pay defendant IZA.

25 On or about October 21, 2021, after defendant IZA held Victim
26 L.A. at gunpoint, Victim L.A. transferred approximately \$127,000 to
27 defendant IZA.

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1 ***Scheme Involving Victim E.Z. and Victim D.D.***

2 On November 15, 2021, defendant IZA hired Private Investigator 1
3 to locate and surveil Victim E.Z., with the intent to recover a
4 laptop from Victim E.Z. that defendant IZA believed to contain
5 millions of dollars in cryptocurrency.

6 On November 21, 2021, while defendant IZA and Victim E.Z. were
7 meeting outside a gas station/convenience store in Riverside County,
8 at least one of defendant IZA's bodyguards, who followed Victim
9 E.Z.'s vehicle to the location, approached Victim E.Z. carrying a
10 firearm.

11 On November 21, 2019, defendant IZA's armed bodyguard attempted
12 to restrain Victim E.Z., causing him to run away and call 911.

13 On November 21, 2021, after Victim E.Z. fled, defendant IZA and
14 his bodyguards stole two bags from the trunk of Victim E.Z.'s vehicle
15 and left.

16 Beginning in or around late 2021 and continuing into March 2022,
17 LASD Deputy 1 and LASD Deputy 3 accessed and used sensitive law
18 enforcement databases and confidential databases to which LASD
19 deputies had access to obtain PII for Victim E.Z.; Victim E.Z.'s
20 associate, Victim D.D.; Victim D.D.'s family members; and others.

21 On December 2, 2021, defendant IZA caused text messages to be
22 sent to Victim E.Z. containing photographs of confidential database
23 reports showing Victim E.Z.'s PII, including Victim E.Z.'s home
24 address and vehicles registered to Victim E.Z.

25 On December 15, 2021, defendant IZA and several others,
26 including LASD Deputy 1, traveled to Victim D.D.'s residence in
27 Orange County in search of Victim E.Z. and/or the laptop containing
28 cryptocurrency on it.

1 On December 15, 2021, while outside Victim D.D.'s residence,
2 LASD Deputy 1 identified himself as a law enforcement officer and
3 displayed his badge in hopes of recovering the laptop for defendant
4 IZA.

5 In or around January 2022, defendant IZA and LASD Deputy 1
6 discussed and agreed that LASD Deputy 1 would attempt to locate
7 Victim E.Z. by obtaining a search warrant related to Victim E.Z.'s
8 telephone number.

9 On January 6, 2022, LASD Deputy 1 applied for and obtained a
10 search warrant under false pretenses from a Los Angeles County
11 Superior Court Judge for GPS location information associated with
12 multiple telephone numbers, including Victim E.Z.'s number.

13 On January 6, 2022, in the sworn affidavit supporting the
14 warrant application, LASD Deputy 1 falsely stated that Victim E.Z.'s
15 telephone number was associated with a suspect in a firearms
16 investigation.

17 In or around January 2022, after securing the warrant for GPS
18 location information associated with Victim E.Z.'s phone, LASD Deputy
19 1 used the GPS location information to locate Victim E.Z. and a
20 residence where Victim E.Z. was staying.

21 On January 19, 2022, defendant IZA sent a text message to
22 Private Investigator 1 stating, "I found where [Victim E.Z.]
23 staying," and provided Victim E.Z.'s address.

24 On January 19, 2022, defendant IZA told Private Investigator 1
25 that Victim E.Z. was located by pinging Victim E.Z.'s phone and said:
26 "The ping was done by law enforcement themselves . . . It took a
27 Warrant . . . And had to get signed by judge."
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1 On March 12, 2022, Co-Conspirator 3 and Private Investigator 1
2 met to discuss plans to take a laptop from Victim D.D., whom
3 defendant IZA believed was in possession of the laptop.

4 On March 12, 2022, Co-Conspirator 3 traveled to a location in
5 Orange County where Victim D.D. was visiting, surveilled the
6 location, physically assaulted Victim D.D., and stole a laptop that
7 Victim D.D. had in Victim D.D.'s possession.

8 On March 12, 2022, Co-Conspirator 3 went to defendant IZA's
9 residence in Bel Air and presented the laptop to defendant IZA;
10 defendant IZA later determined that the stolen laptop was not the
11 device believed to contain millions in cryptocurrency.

12 On March 13, 2022, defendant IZA caused a text message to be
13 sent to Victim E.Z. containing photographs of Victim E.Z.'s family
14 members and Victim E.Z.'s car and stating, "Everyone you know."

15 On March 14, 2022, defendant IZA caused threatening messages to
16 be sent to Victim D.D.

17 On March 30, 2022, defendant IZA caused three armed individuals
18 to force entry into Victim E.Z.'s residence and use the firearms to
19 force Victim E.Z. into relinquishing a laptop; as the three
20 individuals forced the door open, Victim E.Z. fired a gun in the
21 direction of the three armed individuals, causing them to flee.

22 In or around early June 2022, defendant IZA caused a video to be
23 sent to Victim E.Z. of the attempted home invasion of Victim E.Z.'s
24 residence.

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COUNT TWO

[18 U.S.C. § 1343]

A. THE SCHEME TO DEFRAUD

Beginning in or about December 2020 and continuing through September 2024, in Los Angeles County and Orange County, within the Central District of California, and elsewhere, defendant ADAM IZA, together with others known and unknown to the United States Attorney, knowingly and with intent to defraud, devised, participated in, and executed a scheme to defraud Meta, Atlas Marketing Group ("AGM"), and other major Meta advertising clients of money and property through the use of materially false and fraudulent pretenses, representations, and promises, and the concealment of material facts.

B. MEANS AND METHODS OF THE SCHEME TO DEFRAUD

The scheme to defraud operated in the following manner:

a. Defendant IZA would fraudulently gain access to Meta business manager accounts and their associated lines of credit. In doing so, defendant IZA fraudulently posed as legitimate Meta clients, accessed Meta client business manager accounts, and converted available lines of credit to his own use.

b. Defendant IZA would sell access to compromised business manager accounts and lines of credit to various advertising companies. Defendant IZA would receive payments from these advertising companies via wire transfers into Zort, Dream, and Rise bank accounts as well as via cryptocurrency transfers.

c. Meta clients would be billed for advertising expenditures they did not incur. Where Meta and/or Meta clients were unaware of the improper billing, the Meta client would pay the invoice and incur a financial loss. Where Meta or Meta clients

1 discovered the improper billing, Meta made its clients whole, thereby
2 transferring the loss to Meta.

3 d. As an example, within the period January 22 through
4 February 19, 2022, defendant IZA fraudulently accessed a business
5 manager account owned by Victim A, allocated portions of Victim A's
6 line of credit to four different business manager accounts, and sold
7 access to those business manager accounts and lines of credit to his
8 own clients. Defendant IZA's clients thereafter engaged in
9 advertising spending, backed by Victim A's line of credit, which Meta
10 then billed to Victim A through the following invoices:

<u>Account</u>	<u>Invoiced Amount</u>
XXXX9224	\$13,620
XXXX1908	\$ 6,279
XXXX3506	\$45,174
XXXX0869	\$41,762

14 C. USE OF WIRES

15 43. On or about March 9, 2022, within the Central District of
16 California, and elsewhere, defendant IZA, for the purpose of
17 executing the above-described scheme to defraud, transmitted and
18 caused the transmission of, by means of a wire communication in
19 interstate commerce, a wire transfer in the amount of \$37,540 from
20 one of defendant IZA's clients into Dream's Chase Bank account.
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COUNT THREE

[26 U.S.C. § 7201]

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3 Between in or about January 2021 and through on or about April
4 18, 2022, in Los Angeles County and Orange County, within the Central
5 District of California, and elsewhere, defendant ADAM IZA willfully
6 and affirmatively attempted to evade and defeat the assessment of
7 approximately \$6,772,725 in federal income taxes due and owing to the
8 United States of America, for the calendar year 2021, by committing
9 the following affirmative acts, among others:

10 a. In or around February 2021, defendant IZA caused Co-
11 Conspirator 1 to incorporate Dream, act as its sole director and
12 officer, and open bank accounts to act as a shell corporation through
13 which income from the fraudulent schemes could be directed.

14 b. On or about April 18, 2022, defendant IZA failed to file a
15 Form 1040 for the calendar year 2021, to conceal and avoid reporting
16 to the IRS the gross income defendant IZA obtained from Zort and
17 Dream.

18 c. On or about April 18, 2022, defendant IZA failed to file a
19 Form 1120 for the calendar year 2021, to conceal and avoid reporting
20 to the IRS the gross income Zort obtained from the fraudulent
21 schemes. Defendant IZA concealed and attempted to conceal, and
22 caused Co-Conspirator 1 to conceal and attempt to conceal, defendant
23 IZA's interest in Zort and Dream, including in corporate filings,
24 financial documents, civil litigation, and communications with
25 payors, and tax preparers.

26 d. Defendant IZA sent approximately \$11,115,975 from Zort's
27 BOA and Chase bank accounts to a Singapore-based investment firm for
28 the purchase of cryptocurrency, to conceal and avoid reporting to the

1 IRS gross income received by Zort.

2 e. Defendant IZA used Zort and Dream corporate bank accounts,
3 and caused Co-Conspirator 1 to engage in transactions involving Zort
4 and Dream corporate bank accounts, including direct payments,
5 cashier's checks, cash withdrawals, and credit card payments, to
6 expend funds obtained through the fraudulent schemes to acquire
7 personal items for the benefit of defendant IZA and Co-Conspirator 1,
8 including, but not limited to, the following:

9 i. Defendant IZA made lease payments of \$78,579 per month
10 on a 2019 Ferrari 488 Pista and \$21,943 per month on a 2019
11 Lamborghini Aventador SVJ using funds from Zort's BOA bank account.

12 ii. On or about March 15, 2021, defendant IZA leased a
13 third car, a 2021 Lamborghini Aventador SVJ Roadster, in Zort's name,
14 using funds from Zort and Dream bank accounts. Defendant IZA and Co-
15 Conspirator 1 spent \$204,072 on the downpayment and \$53,792 on
16 monthly payments.

17 iii. On or about June 30, 2021, defendant IZA leased a
18 residential property in Bel Air with a monthly rent of \$200,000.
19 Defendant IZA spent a total of approximately \$1,640,007 from Zort's
20 business accounts to pay for the security deposit and rent for this
21 residential property.

22 iv. Defendant IZA and Co-Conspirator 1 spent approximately
23 \$280,000 for rent on a residential property in the Newport Coast
24 neighborhood, using funds from Zort and Dream bank accounts.

25 v. Defendant IZA and Co-Conspirator 1 withdrew
26 approximately \$770,000 in cash from Zort and Dream bank accounts,
27 including \$263,000 from Zort's BOA account, \$120,000 from Zort's
28 Chase account, and \$387,000 from Dream's BOA account.

1 vi. Defendant IZA and Co-Conspirator 1 purchased
2 approximately \$667,255 in luxury goods using funds from Zort and
3 Dream bank accounts.

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FORFEITURE ALLEGATION ONE

[18 U.S.C. § 924(d)(1) and 28 U.S.C. § 2461(c)]

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, Section 924(d)(1), and Title 28, United States
5 Code, Section 2461(c), in the event of the defendant's conviction of
6 the offense set forth in Count One of this First Superseding
7 Information.

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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 firearm or
13 ammunition involved in or used in any such offense; and

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

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

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FORFEITURE ALLEGATION TWO

[18 U.S.C. § 982]

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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), in the event of any
7 defendant's conviction of the offense set forth in Count Two of this
8 First Superseding Information.

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; and

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

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

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FORFEITURE ALLEGATION THREE

[26 U.S.C. § 7301 and 28 U.S.C. § 2461(c)]

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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 26,
6 United States Code, 7301, and Title 28, United States Code, Section
7 2461(c), in the event of the defendant's conviction of the offense
8 set forth in Count Three of this First Superseding Information.

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

11 a. Any property sold or removed by the defendant in fraud
12 of the internal revenue laws, or with design to avoid payment of such
13 tax, or which was removed, deposited, or concealed, with intent to
14 defraud the United States of such tax or any part thereof;

15 b. All property manufactured into property of a kind
16 subject to tax for the purpose of selling such taxable property in
17 fraud of the internal revenue laws, or with design to evade the
18 payment of such tax;

19 c. All property whatsoever, in the place or building, or
20 any yard or enclosure, where the property described in subsection (a)
21 or (b) is found, or which is intended to be used in the making of
22 property described in subsection (a), with intent to defraud the
23 United States of tax or any part thereof, on the property described
24 in subsection (a);

25 d. All property used as a container for, or which shall
26 have contained, property described in subsection (a) or (b);

27 e. Any property (including aircraft, vehicles, vessels,
28 or draft animals) used to transport or for the deposit or concealment

1 of property described in subsection (a) or (b), or any property used
2 to transport or for the deposit or concealment of property which is
3 intended to be used in the making or packaging of property described
4 in subsection (a); and

5 f. To the extent that such property is not available for
6 forfeiture, a sum of money equal to the total value of the property
7 described in this paragraph.

8 3. Pursuant to Title 21, United States Code, Section 853(p),
9 as incorporated by Title 28, United States Code, Section 2461(c), the
10 defendant, if so convicted, shall forfeit substitute property, up to
11 the total value of the property described in the preceding paragraph
12 if, as the result of any act or omission of the defendant, the
13 property described in the preceding paragraph, or any portion thereof
14 (a) cannot be located upon the exercise of due diligence; (b) has
15 been transferred, sold to or deposited with a third party; (c) has
16 been 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 E. MARTIN ESTRADA
4 United States Attorney

5
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