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EASTERN DISTRICT OF CALIFORNIA
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7
8 **IN THE UNITED STATES DISTRICT COURT**
9 **EASTERN DISTRICT OF CALIFORNIA**

10
11 **1:19CR00003 DAD BAM**

12 UNITED STATES OF AMERICA,
13 Plaintiff,
14 v.
15 AGRICULTURAL CONTRACTING
SERVICES ASSOCIATION, dba
16 AMERICAN LABOR ALLIANCE,
MARCUS ASAY,
17 and ANTONIO GASTELUM,
18 Defendants.

CASE NO.
VIOLATIONS: 18 U.S.C. §§ 1349 and 1341—
Conspiracy to Commit Mail Fraud (One Count); 18
U.S.C. § 1341— Mail Fraud (Eleven Counts); 18
U.S.C. § 1956(a)(1)(B)(i)—Money Laundering (One
Count); 18 U.S.C. § 1957—Money Laundering (One
Count); 18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1), and
28 U.S.C. § 2461(c) – Criminal Forfeiture

19
20 **INDICTMENT**

21 **COUNT ONE** [18 U.S.C. §§ 1341 and 1349 – Conspiracy to Commit Mail Fraud]

22 The Grand Jury charges:

23 AGRICULTURAL CONTRACTING SERVICES ASSOCIATION,
dba AMERICAN LABOR ALLIANCE,
24 MARCUS ASAY, and
25 ANTONIO GASTELUM,

26 defendants herein, as follows:

27 I. **INTRODUCTION**

28 At all times relevant to this indictment:

1 1. Defendant Agricultural Contracting Services Association, doing business as American
2 Labor Alliance (“ALA”) was a Nevada nonprofit corporation with its principal operations in Clovis,
3 California. A number of other business entities were affiliates or subsidiaries of ALA, including
4 CompOne USA, ALA Trust, California Analytics, Farmworkers Enterprise Foundation, Recruiters of
5 America, CompassPilot, ALTA, and Life Abundantly/“LiBu.”

6 2. Defendant MARCUS ASAY was a resident of Fresno, California, and was the Co-
7 Founder, chairman, and controlling individual behind ALA and a number of other entities that fell under
8 ALA.

9 3. Defendant ANTONIO GASTELUM was a resident of Fresno, California. From May
10 2015 to present, he served a variety of supervisory roles regarding ALA, including at various times
11 serving as ALA’s chief operations officer, overseeing legal compliance matters for ALA, and
12 controlling a number of ALA’s financial affairs, working directly under defendant ASAY.

13 4. Insurance Companies One through Four, whose identities are known to the grand jury,
14 were insurance companies underwriting a variety of types of insurance throughout the United States (the
15 National Insurance Companies).

16 5. Defendant ALA and its affiliates purported to offer a broad range of financial services to
17 potential clients, including tax preparation and drafting of incorporation and other documents.
18 Defendant ALA purported to its clients that ALA was a special type of labor organization under federal
19 law and that its customers could join ALA as part of receiving its services.

20 6. Defendant ALA found clients through a number of sources, including by defendant
21 ASAY’s direct solicitation, as well as through independent third-party financial firms or insurance
22 brokers, as well as independent contractors who approached potential clients on ALA’s behalf.

23 7. Once an ALA representative made contact with the potential client, the representative
24 typically offered a range of ALA services to the potential client, including preparing tax returns, drafting
25 business incorporation documents, performing payroll deduction services, and other services, as well as
26 providing Worker’s Compensation coverage and a pension/retirement plan.

27 8. From at least late 2015 onward, defendant ALA and its subsidiaries sold what it
28 purported to be Workers’ Compensation coverage to its clients and others.

1 9. From at least 2011 onward, defendant ALA offered what it purported to be a retirement
2 pension plan to its clients, known by a variety of names including the “ALA Trust,” the “ALA
3 Retirement Plan Trust,” or the “ALA Retirement Plan & Trust.” (ALA Trust).

4 II. BACKGROUND REGARDING WORKERS’ COMPENSATION COVERAGE

5 10. Employers in the state of California are required by law to provide Workers’
6 Compensation insurance coverage to their employees. Worker’s Compensation coverage ensures that
7 employees who suffer a work-related injury or death during their course of employment receive payment
8 for those injuries.

9 11. Employers in California must document to state authorities that they carry Workers’
10 Compensation coverage for their employees. If employers do not provide proper documentation of
11 required Worker’s Compensation coverage, state authorities can take a number of disciplinary actions,
12 such as fining employers or denying them licenses needed to operate.

13 12. Most employers purchase Workers’ Compensation coverage for their employees from
14 insurance companies or insurance brokers. The insurance companies or brokers then produce a
15 Certificate of Liability, which the employers present to state authorities as proof that they have the
16 necessary coverage.

17 13. It is therefore important that any Certificate of Liability issued to an employer is accurate
18 and truthful and reflects how Worker’s Compensation coverage will be provided if any employee is
19 injured or dies while working.

20 14. ALA sold much of its Worker’s Compensation coverage to businesses known as “Farm
21 Labor Contractors” (FLCs). FLCs supply workers for agricultural companies that need to harvest,
22 process, or ship their products. Any business that provides workers connected to farm production must
23 be licensed as an FLC.

24 15. FLCs are regulated by the California Labor Commissioner. One requirement for
25 licensing is that the FLC obtain Workers’ Compensation coverage for its employees. The Labor
26 Commissioner reviews Certificates of Liability provided by FLCs to ensure their compliance with this
27 requirement and fines or suspends FLCs that do not provide valid Certificates of Liability.
28

1 III. BACKGROUND REGARDING PENSION PLANS

2 16. Federal law provides tax advantages to workers who wish to contribute to retirement or
3 pension savings plans.

4 17. The Employee Retirement Income Security Act (“ERISA”), Title 29, United States Code,
5 §§ 1001, *et seq.* governs the operation of most private-sector benefit plans, including pension plans.
6 ERISA imposes strict standards upon the establishment, administration, and termination of pension
7 plans. Generally, under ERISA, pension plan contributions must be held in trust. When a contribution
8 is made to the plan and placed in trust, the contribution becomes a plan asset.

9 18. The trust requirement means that pension contributions/plan assets remain the workers’
10 money. The pension plan merely holds the money for the worker’s benefit. It may only use the money
11 to benefit that worker, such as by investing the money for the worker or paying the money back to the
12 worker. Those who administer pension plans or plan assets cannot personally benefit from the plan
13 assets, because the money does not belong to them—it belongs to the workers.

14 19. A plan “trustee” is responsible for safeguarding pension plan assets and ensuring that
15 they are invested prudently and in conformity with any documents establishing the trust, such as a trust
16 agreement.

17 20. Defendant ASAY was a trustee of the ALA Trust from 2011 onward.

18 21. One common type of retirement plan is known as a 401(k) Plan. The authorization for
19 these plans comes from Internal Revenue Code section 401. In a 401(k) Plan, workers can contribute
20 money to a plan (and employers can contribute money on behalf of their employees). Like other
21 pension plans, 401(k) Plans have a trust requirement.

22 22. Another type of retirement plan is known as a Multiemployer Plan. In a Multiemployer
23 Plan, employers bargain with a labor union to establish a pension plan together. Multiemployer plans
24 accept contributions from employees and from employers on behalf of their employees. Like other
25 pension plans, Multiemployer Plans have a trust requirement.

26 IV. THE CONSPIRACY TO COMMIT MAIL FRAUD

27 23. Beginning on a date unknown to the Grand Jury but no later than in or about January
28 2011, and continuing until in or about January 2019, in the State and Eastern District of California, and

1 elsewhere, defendants ALA, ASAY, and GASTELUM, and others known and unknown to the grand
2 jury, conspired to commit mail fraud by devising a scheme and artifice to defraud ALA clients and
3 others, and to obtain money and property from ALA clients and others by means of materially false and
4 fraudulent pretenses, representations, and promises, and to cause the United States mail to be used in
5 execution of the scheme to defraud, in violation of Title 18, United States Code, Section 1341.

6 V. MANNER, MEANS, AND ACTS OF THE CONSPIRACY

7 **Defendants' Fraudulent Sale of Worker's Compensation Coverage**

8 24. From approximately March 2016 through March 2017, defendants defrauded ALA's
9 clients and others, and obtained money and property from ALA's clients and others, by falsely and
10 fraudulently claiming that the National Insurance Companies provided Worker's Compensation
11 coverage to clients, including by creating and issuing to ALA's clients Certificates of Liability that
12 ASAY and GASTELUM knew contained material falsehoods.

13 25. Defendant ALA's clients paid insurance premiums to ALA and its affiliates for providing
14 Workers' Compensation coverage, often by checks sent through the United States Postal Service,
15 believing that defendant ALA's Certificates of Liability were accurate and did not contain material
16 falsehoods. As defendants ASAY and GASTELUM knew, the clients were making these payments of
17 premiums for Workers' Compensation coverage of their employees, and the clients would provide
18 documentation of such coverage to regulating entities and others.

19 26. The defendants caused ALA to issue Certificates of Liability to the clients that purported
20 to provide "Workers Compensation and Employers' Liability" coverage. Defendants caused the
21 Certificates to reflect an ALA affiliate as the "Producer" of the insurance and defendant ASAY as
22 "contact and Chair of Trustees." The defendants further caused the Certificates to list one or more of the
23 National Insurance Companies as "insurers." The Certificates were signed by defendant ASAY.

24 27. Defendants caused the Certificates to contain materially false and fraudulent statements.
25 The National Insurance Companies did not provide Workers' Compensation insurance to ALA's clients
26 as the defendants purported in the Certificates. In some cases, the National Insurance Companies had
27 issued liability policies or bonds to ALA itself, but would not have paid Worker's Compensation
28 benefits to any ALA client whose employee was injured or died. In many of these cases, ALA-issued

1 Certificates of Liability that contained a false policy number, not the real policy or bond number that
2 pertained to ALA's corporate coverage.

3 28. Defendants ASAY and GASTELUM intended that ALA's clients and the agencies that
4 regulated them would rely on the false representations as part of defendants ALA, ASAY, and
5 GASTELUM's scheme to defraud. The defendants provided these false and fraudulent Certificates of
6 Insurance for the purpose of obtaining premiums from the clients and to deceive the clients and
7 regulators into believing that ALA was providing valid Workers' Compensation coverage.

8 29. Defendants ASAY and GASTELUM knew that regulators and ALA clients were
9 interpreting the false Certificates as defendants GASTELUM and ASAY had intended, but as part of the
10 scheme to defraud, when clients and regulators discovered false statements, the defendants attempted to
11 convince clients and regulators that the false statements were good-faith mistakes. In August 2016, an
12 employee of the California Division of Occupational Safety and Health (Cal/OSHA) asked defendant
13 ASAY about a Worker's Compensation Certificate of Liability that defendants had issued to a client
14 listing Insurance Company One as "Insurer." Defendants ASAY and GASTELUM each wrote to the
15 Cal/OSHA official, acknowledging that Insurance Company One was not involved in providing
16 Worker's Compensation to the client. Defendants claimed that the Certificates nonetheless named
17 Insurance Company One as the "Insurer" for the Worker's Compensation policy because Insurance
18 Company One provided a bond to ALA itself. These statements were part of the scheme to defraud
19 because they attempted to disguise the defendants' creation of false Certificates as good faith mistakes.

20 30. Defendants caused ALA to continue to issue false and fraudulent Certificates of
21 Liability purporting that Insurance Company One provided Worker's Compensation coverage to ALA
22 clients. Defendants thereafter caused ALA to continue to issue Certificates of Liability falsely
23 indicating the National Insurance Companies were "insurers" and providing false policy numbers until
24 approximately early 2017.

25 31. When ALA's clients provided the Certificates of Liability insurance containing the false
26 representations to the government entities that regulated them, the state regulators rejected the
27 Certificates, in part because of the false representations regarding the National Insurance Companies.
28

1 32. Defendants sought to deter its clients from detecting the defendants' false and fraudulent
2 conduct, including by discouraging ALA's clients from communicating with the U.S. Department of
3 Labor. In February 2017, for example, defendant ASAY wrote a letter to ALA clients indicating that
4 defendant ALA was in full compliance with applicable federal and state regulations. Defendant ASAY
5 stated to the clients that they should not provide information to investigators from the U.S. Department
6 of Labor, as ALA was communicating with these investigators.

7 33. ALA collected at least approximately \$2,800,000 in worker's compensation premiums
8 based on the defendants' scheme to defraud and the defendants' false and fraudulent representations
9 during the period of March 2016-March 2017 as part of the conspiracy.
10

11 **Defendants' Fraudulent Marketing of Pension Plans**

12 34. From approximately January 2011 through January 2019, the defendants defrauded
13 ALA's clients and others, and obtained money from ALA's clients and others, including legitimate
14 pension plans associated with the clients, by falsely marketing the "ALA Trust." Defendants caused
15 ALA to make false and fraudulent statements, including by claiming that money would be held in trust
16 by ALA, that the funds would be available to the clients for their retirement, and that previous
17 contributions were being held in trust and earning interest, when as defendants ASAY and GASTELUM
18 knew, the contributions were used to fund defendant ALA's business expenses and the personal
19 expenses of ALA employees, including defendants ASAY and GASTELUM.

20 35. In January 2011, defendant ALA caused to be created a trust document for the "American
21 Labor Alliance Retirement Plan and Trust." The trust document indicated that it was creating a 401(k)
22 plan for its employees. Among its other provisions, the trust document stated that "All contributions
23 made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries" and could
24 not be diverted for any other use.

25 36. Defendant ALA, acting through defendant ASAY and others known and unknown to the
26 grand jury, thereafter began marketing the ALA Trust to ALA clients and received contributions from
27 those members. Defendants ALA, ASAY, and GASTELUM, and others known and unknown to the
28 grand jury, made false and fraudulent statements in the marketing of the ALA Trust in order to receive

1 the contributions. The defendants falsely and fraudulently indicated to clients that ALA would keep the
2 pension assets in trust. In fact, defendants used the money contributed by clients for the defendants'
3 business and personal expenses.

4 37. The defendants' false and fraudulent representations included labeling the ALA Trust as
5 a pension plan, 401(k) Plan and Multiemployer Plan, and using language associated with official
6 retirement and pension plans, including that clients could make withdrawals only between ages 59 ½
7 and 70 ½ upon a declaration of retirement. Defendants also falsely claimed that the ALA Trust fell
8 under "contained the features of a general and typical retirement plan." Defendants made the false and
9 fraudulent statements for the purpose of inducing clients and others, including legitimate pension plans
10 associated with the clients, to contribute to the supposed pension/retirement plan.

11 38. The false and fraudulent representations also included defendants ALA and ASAY
12 promising guaranteed rates of return on investments made by the ALA Trust, and indicating that the
13 "annual fund" had averaged an 8% return in the past, when as defendants ALA, ASAY, and
14 GASTELUM knew, substantially all plan assets had been ultimately used to pay the business and
15 personal expenses of the defendants. Defendants made the false and fraudulent statements for the
16 purpose of inducing clients and others, including legitimate pension plans associated with the clients, to
17 contribute to the supposed pension/retirement plan.

18 39. One example of the personal and business expenditures made from ALA Trust pension
19 assets occurred in April-May 2014. On April 22, 2014, defendant ASAY wrote and cashed a check
20 from the ALA Trust's bank account held at Bank of America to himself in the amount of \$20,400, for
21 his personal use.

22 40. Defendant GASTELUM was in charge of the financial operations of the "trust"
23 beginning in 2015. Defendant GASTELUM directed employees to place pension contributions in
24 specific accounts under his control. Defendant GASTELUM also warned defendant ASAY in
25 approximately September 2016 that he was expending too much money on personal expenses, but
26 thereafter both defendants ASAY and GASTELUM continued to make transfers and expenditures from
27 the ALA Trust for business and personal expenses.
28

1 41. In order to make the clients believe that their contributions were maintained in trust,
2 invested for their benefit, and available for the clients' retirement, and to induce future contributions and
3 forestall the clients from discovering defendants' actions, defendants produced false and fraudulent
4 account statements purporting to show that ALA continued to hold the clients' contributions in trust and
5 that they were earning interest. The defendants caused these false and fraudulent statements to be sent
6 from ALA to the clients via the U.S. Mail.

7 42. In carrying out the conspiracy, the defendants acted with the intent to defraud.

8 43. ALA collected at least approximately \$770,000 in pension plan contributions based on
9 the defendants' scheme to defraud and the defendants' false and fraudulent representations during the
10 period of the conspiracy.

11 All in violation of 18 U.S.C. §§ 1349 and 1341.

12 COUNTS TWO THROUGH TWELVE [18 U.S.C. § 1341 – Mail Fraud]

13 The Grand Jury further charges:

14 AGRICULTURAL CONTRACTING SERVICES ASSOCIATION,
15 dba AMERICAN LABOR ALLIANCE,
16 MARCUS ASAY, and
ANTONIO GASTELUM,

17 defendants herein, as follows:

18 44. Paragraphs 1 through 43 inclusive are incorporated by reference as if fully set forth
19 herein.

20 45. On or about the dates listed below, within the State and Eastern District of California and
21 elsewhere, and for delivery into the State and Eastern District of California, for the purpose of executing
22 the scheme and artifice to defraud, and attempting to do so, as more fully set forth above, defendants
23 ALA, ASAY, and GASTELUM, with the intent to defraud, knowingly caused the mail matter described
24 below to be placed in a post office or authorized depository for mail matter, to be sent and delivered by
25 the Postal Service, and knowingly caused to be delivered by mail according to the direction thereon:

26 ///

27 ///

28 ///

Count	Approx. Date of Mailing	Client(s)	Matter Mailed and Destination
TWO	1/30/15	Y.P.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to M.P. in Parlier, CA
THREE	7/22/16	K.C. and B.R.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to K.C. in Fresno, CA.
FOUR	4/21/14	M.C.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to M.C. in Fresno, CA.
FIVE	7/17/14	R.L.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to R.L. in Porterville, CA.
SIX	1/24/17	R.L.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to R.L. in Porterville, CA.
SEVEN	10/26/17	R.L.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to R.L. in Porterville, CA.
EIGHT	4/24/14	R.S.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to R.S. in Wasco, CA.
NINE	1/5/16	R.S.	Envelope containing purported investment trust balance sent via U.S. Mail from ALA Trust, 2491 Alluvial Ave., Clovis, CA to R.S. in Wasco, CA.
TEN	2/14/17	Borrowed Thyme	Envelope containing letter directing client not to provide any information to investigators of the United States Department of Labor, sent via U.S. Mail from ALA, 2491 Alluvial Ave., Clovis, CA to Borrowed Thyme in Oceanside, CA.
ELEVEN	8/31/16	Mid-Cal Farm Labor	Envelope containing premium check in the approximate amount of \$32,332 for Worker's Compensation coverage sent via U.S. Mail from Mid Cal Farm Labor in Orosi, CA to ALA, 2491 Alluvial Ave., Clovis, CA
TWELVE	9/30/16	Mid-Cal Farm Labor	Envelope containing premium check in the approximate amount of \$25,051 for Worker's Compensation coverage sent via U.S. Mail from Mid-Cal Farm Labor in Orosi, CA to ALA Trust, 2491 Alluvial Ave., Clovis, CA

All in violation of Title 18, United States Code, Section 1341.

1 COUNT THIRTEEN [18 U.S.C. § 1956(a)(1)(B)(i) – Money Laundering]

2 The Grand Jury further charges:

3 MARCUS ASAY,

4 defendant herein, as follows:

5 46. Paragraphs 1 through 43 inclusive are incorporated by reference as if fully set forth
6 herein.

7 47. On or about April 24, 2014, in the Eastern District of California defendant ASAY did
8 knowingly conduct and attempt to conduct a financial transaction affecting interstate and foreign
9 commerce, to wit, depositing the approximate amount of \$23,330 in cash to his personal Bank of the
10 Sierra account which involved the proceeds of a specified unlawful activity, that is mail fraud in
11 violation of 18 U.S.C. § 1341, knowing that the transaction was designed in whole and in part to conceal
12 and disguise the nature, source, ownership and control of the proceeds of said specified unlawful activity
13 and that while conducting and attempting to conduct such financial transaction knew that the property
14 involved in the financial transaction represented the proceeds of some form of unlawful activity.

15 48. As noted above in paragraph 39, on April 24, 2014, defendant ASAY acted in furtherance
16 of the scheme to defraud by withdrawing \$20,400 of pension plan money in cash from a bank in Fresno,
17 California. In order conceal and disguise the ownership and control of the proceeds of said specified
18 unlawful activity and that it comprised proceeds of the mail fraud offense, defendant ASAY deposited
19 that amount, plus additional money, in a different bank at that bank's Porterville, California branch.

20 All in violation of Title 18, United States Code, Sections 1956(a)(1)(B)(i) and 2.

21 COUNT FOURTEEN [18 U.S.C. § 1957 – Money Laundering]

22 The Grand Jury further charges:

23 MARCUS ASAY,

24 defendant herein, as follows:

25 49. Paragraphs 1 through 43 inclusive are incorporated by reference as if fully set forth
26 herein.

27 50. On or about the date set forth below, in the Eastern District of California, and elsewhere,
28 the defendant ASAY, did knowingly engage and attempt to engage in the following monetary

1 transaction by, through or to a financial institution, affecting interstate or foreign commerce, in
 2 criminally derived property of a value greater than \$10,000, that is the deposit and transfer of funds and
 3 monetary instruments, such property having been derived from a specified unlawful activity, that is,
 4 mail fraud in violation of 18 U.S.C. § 1341.

Count	Date	Defendant(s)	Monetary Transaction
FOURTEEN	5/3/17	ASAY	Check to American Funds for the personal Individual Retirement Account of Marcus Asay in the approximate amount of \$20,321.

5
 6
 7
 8
 9 All in violation of Title 18, United States Code, Sections 1957 and 2.

10
 11 **FORFEITURE ALLEGATION:** [18 U.S.C. §§ 981(a)(1)(C) and 982(a)(1), and 28 U.S.C. § 2461(c)
 - Criminal Forfeiture]

12 51. The allegations in this indictment are hereby realleged and incorporated by reference for
 13 the purpose of alleging forfeiture.

14 52. Upon conviction of one or more of the offenses alleged in Counts One through Thirteen
 15 of this Indictment, defendants shall forfeit to the United States, pursuant to Title 18, United States Code,
 16 Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), all property, real or personal,
 17 which constitutes or is derived from proceeds traceable to such violations, including but not limited to
 18 the following:

- 19 a. A sum of money equal to the amount of proceeds obtained as a result of the offense
 20 for which defendant is convicted, or a conspiracy to commit such offense, in the
 21 approximate amount of \$2,896,416.48.

22 53. Upon conviction of one or more of the offenses alleged in Counts Fourteen through
 23 Fifteen of this Indictment, defendants shall forfeit to the United States, pursuant to Title 18, United
 24 States Code, Sections 981(a)(1)(C) and 982(a)(1), and Title 28, United States Code, Section 2461(c),
 25 any property, real or personal, involved in such offense, or any property traceable to such property, and
 26 all property, real or personal, which constitutes or is derived from proceeds traceable to such violations,
 27 including but not limited to the following:
 28

1 a. A sum of money equal to the amount involved in, or traceable to, the offense for
2 which defendant is convicted.

3 54. If any property subject to forfeiture as a result of the offenses alleged in Counts One
4 through Fifteen of this indictment, for which defendants are convicted:

- 5 a. cannot be located upon the exercise of due diligence;
6 b. has been transferred or sold to, or deposited with, a third party;
7 c. has been placed beyond the jurisdiction of the court;
8 d. has been substantially diminished in value; or
9 e. has been commingled with other property which cannot be divided without difficulty,
10 it is the intent of the United States, pursuant to 28 U.S.C. § 2461(c), incorporating 21
11 U.S.C. § 853(p), to seek forfeiture of any other property of the defendants, up to the
12 value of the property subject to forfeiture.

13
14 A TRUE BILL.

15 **/s/ Signature on file w/AUSA**

16 _____
17 FOREPERSON

18
19
20 MCGREGOR W. SCOTT
United States Attorney

21 **KIRK E. SHERRIFF**

22 By

23 **KIRK E. SHERRIFF**
Assistant U.S. Attorney
24 Chief, Fresno Office