

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

CR19-76 JRT/TL

UNITED STATES OF AMERICA,

INDICTMENT

Plaintiff,

18 U.S.C. § 1343

18 U.S.C. § 981(a)(1)(C)

v.

28 U.S.C. § 2461(C)

OTIS RAY MAYS, JR.,

Defendant.

THE UNITED STATES GRAND JURY CHARGES THAT:

COUNTS 1-3

(Wire Fraud)

From a time in or about May of 2017, up to and including on or about September 20, 2017, in the State and District of Minnesota, the defendant,

OTIS RAY MAYS, JR.,

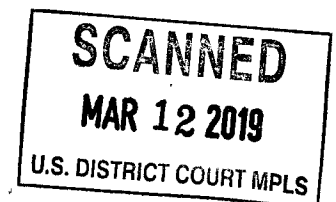
devised, and intended to devise, a scheme to defraud victims EGW and IMW, husband and wife, whose full identities are known to the grand jury, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises.

It was part of the scheme and artifice to defraud that the defendant,

OTIS RAY MAYS, JR.,

made the following false claims and statements, among others, to EGW and IMW in order to induce them to make payments to him:

(1) That the defendant was an attorney;



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- (2) That the defendant would assist EGW and IMW with the eviction of tenants from their rental properties;
- (3) That their son, AHW, a student at Minnesota State University, Mankato, had visited terrorist web sites online and as a result was facing federal, criminal, terrorism charges;
- (4) That in exchange for payment to the defendant of \$30,000, AHW could avoid being detained on those federal terrorism charges;
- (5) That in exchange for further payment to the defendant of \$6,222, those federal terrorism charges could be dropped;
- (6) That AHW's computer contained videos that had been "pirated," exposing AHW to civil liability;
- (7) That in exchange for payment to a particular law firm of \$305,000, the alleged legal difficulties arising from the allegedly pirated videos could be resolved.

It was further part of the scheme and artifice to defraud that the defendant received from EGW and IMW, on or about July 27, 2017, a cashier's check, drawn to the order of the defendant and in the amount of \$30,000, to allegedly keep AHW out of custody for purported federal, criminal, terrorism charges, when in fact, as the defendant knew well, AHW was not facing federal, criminal terrorism charges.

It was further part of the scheme and artifice to defraud that the defendant received from EGW and IMW, on or about August 10, 2017, a cashier's check, drawn to the order of the defendant and in the amount of \$6,222, allegedly to have federal, criminal, terrorism

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charges against AHW dropped, when in fact, as the defendant knew well, AHW had not been charged with a federal crime of terrorism.

It was further part of the scheme and artifice to defraud that the defendant caused EGW and IMW, on or about August 14, 2017, to purchase a cashier's check, drawn to the order of a Minneapolis lawyer and in the amount of \$305,000, allegedly to resolve video piracy issues involving AHW, when in fact, as the defendant knew well, there were no video piracy-related legal issues that involved AHW.

It was further part of the scheme and artifice to defraud that the defendant induced the Minneapolis lawyer to pay to the defendant \$305,000 after the Minneapolis lawyer received, and deposited into the law firm's account, the before-described cashier's check in the amount of \$305,000 from EGW and IMW.

In total, EGW and IMW paid to the defendant a total of over \$300,000, in exchange for which the defendant provided EGW and IMW with nothing.

INTERSTATE COMMUNICATIONS BY WIRE

On or about the dates set forth below, in the State and District of Minnesota, and elsewhere, the defendant,

OTIS RAY MAYS, JR.,

for the purpose of executing the scheme and artifice described above, and attempting to do so, caused to be transmitted by means of wire communications in interstate commerce the following signals and sounds:

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Count	Date (on or about)	Description
1	July 27, 2017	A wire communication from a branch of Wells Fargo Bank in Minnesota to process cashier's check number 0966602324, in the amount of \$30,000, from victims EGW and IMW, payable to the defendant.
2	August 10, 2017	A wire communication from a branch of Wells Fargo Bank in Minnesota to process cashier's check number 0966603555, in the amount of \$6,222, from victims EGW and IMW, payable to the defendant.
3	August 14, 2017	A wire communication from a branch of Wells Fargo Bank in Minnesota to process cashier's check number 0966601354, in the amount of \$305,000, from victims EGW and IMW, payable to a Minneapolis lawyer.

All in violation of Title 18, United States Code, Section 1343.

FORFEITURE ALLEGATIONS

Counts 1-3 of this Indictment are incorporated by reference for the purpose of alleging forfeitures pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(C).

Upon conviction of any of Counts 1- 3 of this Indictment, the defendant shall forfeit to the United States pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the violations of Title 18, United States Code, Section 1343.

If any of the above-described forfeitable property is unavailable for forfeiture, the United States intends to seek the forfeiture of substitute property as provided for in Title

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21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

A TRUE BILL

UNITED STATES ATTORNEY

FOREPERSON