

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: SAN JOSE

UNITED STATES OF AMERICA,

V.

ROBERT BOGUCKI,

CR 18 021 EJD SVK
DEFENDANT(S).

INDICTMENT

18 U.S.C. § 1349 - Conspiracy;
18 U.S.C. § 1343 - Wire Fraud;
18 U.S.C. § 2 - Aiding, Abetting, and Willfully Causing;
18 U.S.C. §§ 981(a)(1)(C) & 982(a) & 28 U.S.C. § 2461 - Criminal Forfeiture

A true bill



Foreman

Filed in open court this 16th day of

January 2018

NO BAIL WARRANT

Ada Means

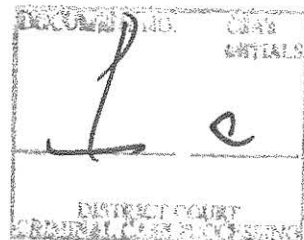
Clerk

Jacqueline Scott Corley
United States Magistrate Judge

FILED

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SUSAN Y. SOONG
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA



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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

CR 18

021

EJD

SVK

UNITED STATES OF AMERICA,

Plaintiff,

v.

ROBERT BOGUCKI,

Defendant.

) Case No.

) VIOLATIONS: 18 U.S.C. § 1349 –
) Conspiracy to Commit Wire Fraud;
) 18 U.S.C. §§ 1343 & 2 – Wire Fraud;
) 18 U.S.C. §§ 981(a)(1)(C) & 982(a) &
) 28 U.S.C. § 2461 – Criminal Forfeiture

) SAN JOSE VENUE
)
)
)

INDICTMENT

The Grand Jury alleges:

I. The Co-Conspirators and Relevant Entities

At all times relevant to the Indictment:

1. Barclays Bank PLC was one of the largest banking and financial services institutions in the world. Barclays Capital, Inc. was a wholly-owned subsidiary of Barclays Bank PLC. “Barclays” refers collectively to Barclays Bank PLC, the New York and London branches of Barclays Bank PLC, and

1 Barclays Capital, Inc.

2 2. Beginning in 2008, the defendant ROBERT BOGUCKI, a/k/a Robert H. Bogucki, Jr., a
3 citizen of the United States and resident of New York, New York, was a foreign exchange ("FX") trader
4 at the New York branch of Barclays. In 2011, BOGUCKI was the head of Barclays' FX trading in New
5 York, and supervised other FX traders at Barclays. Over 80% of BOGUCKI's 2011 compensation
6 resulted from bonuses for performance.

7 3. Beginning in 2007, Co-Conspirator 1 ("CC-1"), a citizen of the United Kingdom and
8 resident of London, England, was an FX trader at the London branch of Barclays. In 2011, CC-1 was a
9 senior FX trader at Barclays in London, and supervised other FX traders at Barclays. Over 80% of
10 CC-1's 2011 compensation resulted from bonuses for performance.

11 4. The Hewlett-Packard Company ("HP") was a publicly traded technology services
12 company. Person 1 and Person 2, whose identities are known to the Grand Jury, were HP employees, and
13 were responsible for managing foreign currency transactions on behalf of HP. Both Person 1 and Person
14 2 worked at HP's primary place of business, which was located in Palo Alto, California.

15 II. Relevant Definitions

16 5. The "FX market" enables participants to buy, sell, exchange, and speculate on currencies.
17 Participants in the FX market include financial institutions, central banks, hedge funds, investment
18 management firms, corporations, and individuals, among others.

19 6. An "FX spot transaction" involves the exchange of a given amount of one currency, such
20 as the U.S. Dollar ("USD" or "Dollar") for the equivalent amount of another currency, such as the British
21 Pound ("GBP," "Sterling," or "Pound," often noted using the "£" symbol), at an agreed-upon price.

22 7. A "currency pair" is the relation of two traded currencies to one another. The first currency
23 of a currency pair is called the "base" currency, and the second currency is called the "quote" currency.
24 For example, one currency pair is GBP/USD, or Sterling/Dollar. An order to buy GBP/USD is an order
25 to buy the base currency (GBP) using the quote currency (USD) to pay for the transaction. An order to
26 sell GBP/USD is an order to sell the base currency (GBP) and to receive the quote currency (USD). For
27 example, GBP/USD 1.6564 means that one Pound could be exchanged for 1.6564 U.S. Dollars.

28 8. An "FX option" is a contract which grants the holder the right, but not the obligation, to

1 buy or sell a specified currency at a specified exchange rate ("strike price") on or before a specified date
2 ("expiration date").

3 9. "Cable options" is a term used to refer to FX options in which the United States Dollar and
4 the British Pound form the currency pair.

5 10. FX options are valued using a number of criteria. These include fixed criteria such as the
6 expiration date on the option and the strike price. These also include variable criteria such as "volatility"
7 and the value of the currency in the FX spot market.

8 11. "Volatility" is a term that reflects the amount of uncertainty or risk involved with
9 ownership of an FX option. When volatility is at a higher price level, the value of an FX option generally
10 increases. When volatility is at a lower price level, the value of an FX option generally decreases.

11 12. The "Bloomberg volatility" is a statistic, determined by the Bloomberg financial
12 information service, that measures the price of volatility for certain options at various times. The
13 Bloomberg volatility is visible to entities that subscribe to the Bloomberg information service.

14 III. The Scheme to Defraud

15 13. From at least in or about August 2011 and continuing until at least in or about October
16 2011, the defendant ROBERT BOGUCKI and CC-1, together with others known and unknown to the
17 Grand Jury, devised and executed a scheme to defraud HP of money and property.

18 14. The purpose of the scheme to defraud was to enrich Barclays, to benefit the members of
19 the conspiracy, and to conceal the existence of the scheme.

20 15. In furtherance of the scheme to defraud HP and to effect the objectives thereof, BOGUCKI
21 and his co-conspirators used the following methods and means, among others:

22 a. Misappropriating HP's confidential information (namely, knowledge that HP
23 intended to sell a large quantity of cable options in September and October 2011) in violation of a duty of
24 trust and confidence that Barclays, BOGUCKI, CC-1, and other agents of Barclays owed to HP by using
25 HP's confidential information, to HP's detriment, to engage in trading activity calculated to reduce the
26 value of the options that HP planned to sell to Barclays;

27 b. Making, and causing to be made, false, fraudulent, and misleading material
28 misrepresentations, omissions, and half-truths to HP regarding the role that Barclays and its agents played

1 in devaluing HP's options and the trading positions that Barclays had taken between September 27, 2011
2 and October 4, 2011; and

3 c. Depriving HP of its right to control its money and property by (i) concealing their
4 plan to depress the value of HP's options; (ii) making false statements about the manner in which Barclays
5 traded FX between September 27, 2011 and October 4, 2011; (iii) advising HP to delay the sale of its
6 options so as to provide the members of the conspiracy with additional time to manipulate the FX market
7 in Barclays' favor; (iv) providing HP with false, deceptive, and intentionally misleading explanations as
8 to why HP's options declined in value just before Barclays acquired them; and (v) falsely promising HP
9 they would maintain the confidentiality of its information.

10 A. HP Acquires Autonomy

11 16. In or about 2011, HP negotiated to acquire Autonomy Corporation PLC ("Autonomy"),
12 which was an entity engaged in computer software development and distribution. Autonomy maintained
13 dual headquarters in San Francisco, California, and Cambridge, United Kingdom. HP engaged Barclays
14 to provide it with financial advisory services in connection with the contemplated acquisition of
15 Autonomy.

16 17. United Kingdom government regulations require that a foreign entity seeking to acquire a
17 British company have access to sufficient pounds to complete the transaction. Accordingly, before
18 publicly announcing its intent to acquire Autonomy, HP had to ensure that it had ready access to several
19 billion pounds.

20 18. In or about August 2011, representatives of HP consulted with representatives of Barclays
21 concerning methods to satisfy this requirement, including through different types of FX transactions.

22 19. There are several ways that a United States entity can gain access to pounds. An entity can
23 exchange dollars for pounds by purchasing pounds at a specific exchange rate in an FX spot transaction.
24 Alternatively, an entity can purchase cable options, which offer the right to exchange dollars for pounds
25 at a pre-determined, fixed cost. Since FX options do not require the entity to actually purchase pounds,
26 but instead give the entity the ability to do so if it chooses, FX options allow an entity to maintain
27 maximum flexibility.

28 20. In consultation with Barclays, HP determined that it would purchase approximately £6

1 billion worth of cable options from Barclays. These options would provide HP with the right to exchange
2 dollars for £6 billion at a pre-determined, fixed cost.

3 21. In August 2011, HP engaged Barclays to assist it in purchasing
4 £6 billion worth of cable options in advance of the public announcement of HP's planned acquisition of
5 Autonomy. Barclays sold HP £6 billion worth of cable options with an expiration date in February 2012.

6 22. Barclays received compensation for its involvement in HP's August 2011 purchase of cable
7 options.

8 23. On or about August 18, 2011, HP publicly announced its intention to acquire Autonomy
9 for approximately \$10.3 billion.

10 24. In or about September 2011, HP determined it no longer needed the options, and would not
11 use them as part of the acquisition of Autonomy. HP decided to "unwind" the cable options by selling
12 them back in the FX market in several increments, or "tranches." HP's representatives engaged in
13 discussions with Barclays about selling the cable options back to Barclays.

14 B. Barclays' Obligations to HP

15 25. Barclays and its agents, including BOGUCKI and CC-1, owed HP a duty of trust,
16 confidence, honesty, and disclosure.

17 26. Barclays and its employees undertook a duty to keep confidential information provided by
18 HP. On or about August 17, 2011, Barclays and HP executed a confidentiality agreement governing HP's
19 acquisition of Autonomy, in which Barclays undertook to keep HP's information confidential and "only
20 use the Confidential Information with respect to providing financial advisory services to the Company."
21 Barclays and its employees represented to HP that they would maintain the confidentiality of information
22 regarding HP's plan to unwind the options because public dissemination of this information could result
23 in trading by other market participants, and cause HP's options to decline in value.

24 27. Accordingly, on or about September 27, 2011, BOGUCKI promised representatives of HP
25 that "this will be kept very quiet" and stated that a breach of HP's expectation of confidentiality would be
26 "a fire-able offense."

27 28. In the course of the discussions concerning whether HP would award the unwind to
28 Barclays, Barclays employees made representations to HP about acting in HP's "best interest."

1 Specifically, on or about September 27, 2011, BOGUCKI advised representatives of HP that it would be
2 in their "best interest" to trade on specific days and promised that he and Barclays "[would] go to the mat"
3 to obtain a favorable price for HP on the unwind. During this same conversation, Person 1 advised
4 BOGUCKI that HP was "asking for a pretty trust-type exit because I think you'll treat us fair," to which
5 BOGUCKI responded "yep, and I'll try to step up as much as I possibly can for that."

6 C. Execution of the Scheme to Defraud

7 29. On September 8, 2011, BOGUCKI spoke with Person 1, and discussed the mechanics and
8 pricing of HP's planned unwind of the cable options.

9 30. At or around 7:35 a.m. Pacific Time on or about September 27, 2011, BOGUCKI engaged
10 in a telephone conversation with Person 1 and Person 2. BOGUCKI told HP's representatives that the
11 conditions in the market were not ideal for HP to immediately unwind £2 billion worth of cable options.

12 31. During that telephone conversation, BOGUCKI informed HP's representatives that
13 Barclays FX traders were "not touching the market" and were "not doing anything," when in fact
14 BOGUCKI intended for Barclays to engage in FX trading calculated to depress the value of HP's cable
15 options.

16 32. Having promised HP that Barclays FX traders were "not touching the market," at or around
17 8:25 a.m. Pacific Time on or about September 27, 2011, BOGUCKI and CC-1 held a telephone
18 conversation during which BOGUCKI declared that "we need to figure out what to do with this
19 information" (i.e., the information conveyed to Barclays by HP several minutes earlier). CC-1 noted that
20 "it would be nice to short, short ahead of" the planned unwind. BOGUCKI and CC-1 agreed to sell
21 options, so as to affect the value of cable option volatility and depress the value of HP's cable options.

22 33. During the conversation referenced in paragraph 32 above, BOGUCKI derided Person 1
23 as "the kiddie" who is "playing a little poker here" and remarked to CC-1 that Person 1's suggestion that
24 HP was prepared to trade that day was "fucking scary."

25 34. On or about September 27 and 28, 2011, BOGUCKI and CC-1's subordinate traders sold
26 FX options to ensure that Barclays maintained a "short" position with respect to cable, i.e., that Barclays
27 had negative net ownership of cable options.

28 35. At or around 6:30 a.m. Pacific Time on or about September 28, 2011, BOGUCKI engaged

1 in a telephone conversation with Person 1 and Person 2 during which BOGUCKI observed that volatility
2 for cable options had fallen. During this conversation BOGUCKI attributed the fall in volatility to a lack
3 of "resolution in Europe" and a "stock market rally" but omitted and concealed the fact that Barclays had
4 been placing trades calculated to depress the price of cable option volatility.

5 36. On or about September 28, 2011, at BOGUCKI's direction, Barclays FX traders executed
6 the first tranche of the unwind by purchasing £2 billion in cable options from HP.

7 37. On or about September 29, 2011, in anticipation of the second tranche of the unwind, CC-
8 1 instructed Barclays FX traders in an electronic chat to sell cable options in a way that would further
9 depress the price of cable option volatility. Specifically, at or around 4:20 a.m. Pacific Time, CC-1 told
10 Barclays FX traders that "tomorrow m[or]ning, sell a[g]gressively ahead of [the] next tranche." During
11 this chat exchange, CC-2, who was an FX options trader employed by Barclays and whose identity is
12 known to the Grand Jury, suggested to other Barclays traders, including CC-1, to "HAMMER THE MKT
13 [market] LOWER."

14 38. From on or about September 29, 2011 through on or about September 30, 2011, Barclays
15 FX traders sold large amounts of cable options, reducing Barclays' inventory of cable options to a "short"
16 position and depressing the price of cable option volatility.

17 39. During a telephone call at or around 6:14 a.m. Pacific Time on or about September 29,
18 2011, CC-1 advised BOGUCKI that he intended to continue selling cable options in front of the next
19 tranche: "I was going to call out tomorrow morning and basically bash the shit out of this again."
20 BOGUCKI then informed CC-1 that he cautioned another Barclays trader to be discreet in order to avoid
21 the attention of senior executives at Barclays: "if it gets back to HP by some loose lipped market monger
22 [] that we're selling cable off of them or we're getting out of a six yard option (i.e., a £6 billion option)
23 over the course of a week it will go straight to [the head of Barclays' United States operations] and your
24 ass will be in a fucking frying pan in November."

25 40. During an electronic chat at or around 6:15 a.m. Pacific Time on or about September 29,
26 2011, BOGUCKI advised Person 1 that Barclays was "long" on cable options when he then and there well
27 knew that Barclays was in fact "short" on cable options (i.e., Barclays had taken a net negative position).
28 During this chat, BOGUCKI attributed the decline in volatility to an "equity rally" but did not disclose

1 that Barclays had been trading in a manner calculated to depress volatility.

2 41. During a telephone call beginning at or around 6:43 a.m. Pacific Time on or about
3 September 29, 2011, BOGUCKI instructed CC-1 to continue placing trades calculated to depress
4 volatility: "you know you should like offer this fucking shit down," to which CC-1 responded "okay fine."

5 42. During a telephone call beginning at or around 7:19 a.m. Pacific Time on or about
6 September 29, 2011, CC-1 advised BOGUCKI that "tomorrow morning we were going to call out and
7 just spank the market like good and proper. Right, so we'd be [better on] the second clip (i.e., tranche)."

8 43. During an electronic chat at or around 7:28 a.m. Pacific Time on or about September 29,
9 2011, BOGUCKI advised Person 1 to wait to execute the next tranche of the unwind, which had the effect
10 of providing Barclays with additional time to manipulate the cable options market.

11 44. During an electronic chat at or around 7:38 a.m. Pacific Time on or about September 29,
12 2011, CC-1 advised other Barclays traders that "we need to sell a[g]gressively between now and tomorrow
13 ... tom[orrow] mng we call out and sell shedloads" (*sic*).

14 45. On or about September 30, 2011, CC-1 and Barclays FX traders, at BOGUCKI's direction,
15 sold FX options, thereby depressing the price of volatility and diminishing the value of HP's options.

16 46. During a telephone call at or around 3:41 a.m. Pacific Time on or about September 30,
17 2011, BOGUCKI and CC-1 agreed to lie to representatives of Victim Company by stating that the decline
18 in the price of volatility had been caused by other banks' activity in the market, in order to conceal the
19 scheme. BOGUCKI cautioned CC-1 that if asked why the price of volatility had declined, "you and me
20 need to independently stick to the story of ... we haven't been offering the cable curve, other banks have."

21 47. During a telephone call at or around 7:29 a.m. Pacific Time on or about September 30,
22 2011, Person 1 observed that the price of volatility had fallen and asked CC-1, "so, what did you guys do
23 this morning that like caused it to dive like it did?" CC-1 represented to Person 1 that the decline in
24 volatility was caused by other banks' activity in the market but concealed the fact that Barclays had been
25 trading in a manner calculated to depress volatility.

26 48. On this same call, in response to a question from Person 2, CC-1 stated that Barclays had
27 sold "four-fifths" of HP's first tranche. CC-1 failed to mention that Barclays had sold other options, and
28 that Barclays' selling had the effect of depressing the price of volatility.

1 49. During a telephone call at or around 8:52 a.m. Pacific Time on or about September 30,
2 2011, BOGUCKI and CC-1 recognized that the market had moved in a way that would harm HP.
3 BOGUCKI told CC-1 that "I have to tell [Person 1] in a very nice way that instead of letting us fuck you
4 for three or four million dollars, you perfectly supervised the market at large fucking you in the ass for 25,
5 so congratulations." Asked by CC-1 to "say that again," BOGUCKI reiterated that "instead of allowing
6 us to charge you four million dollars, you perfectly supervised the market at large fucking you for 25."

7 50. During a telephone call at or around 10:36 a.m. Pacific Time on or about September 30,
8 2011, BOGUCKI told Person 1 that the stock market and other banks' activities were likely the causes of
9 the decline in the price of volatility. BOGUCKI did not disclose the material fact that Barclays FX traders
10 had manipulated the price of volatility to HP's detriment.

11 51. On or about October 3, 2011, Barclays bought HP's remaining £4 billion worth of cable
12 options.

13 52. During a telephone call at or around 6:20 a.m. Pacific Time on or about October 3, 2011,
14 BOGUCKI spoke with HP's representatives by telephone. BOGUCKI told Person 1 that BOGUCKI had
15 "literally done everything on [his] end to tighten [the spread] to as tight as what everybody would be
16 possibly comfortable with [at Barclays]." BOGUCKI did not disclose the material fact that Barclays FX
17 traders had manipulated the price of volatility to HP's detriment.

18 53. On or about October 4, 2011, after Barclays completed its purchase of the second tranche
19 from HP, Person 1 asked BOGUCKI how Barclays was able to execute the transaction without "the market
20 reacting in a panic" like it had before. Rather than disclosing that the price of volatility had not declined
21 further because Barclays traders, having completed their purchases of options from HP, stopped
22 manipulating the market, BOGUCKI stated that the unwind of the second tranche did not disrupt the
23 market because Barclays could "lob out little pices throuygh our franchise and through the brokers and
24 not have to run out and 'hit bids' and get aggressive with the market" (*sic*).

25 54. The scheme led HP to lose millions of dollars in the value of the cable options it had
26 originally purchased and enabled Barclays to make millions of dollars by acquiring the options from HP
27 at a discounted and favorable price.
28

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

2 55. The factual allegations in Paragraphs 1 through 54 are re-alleged and incorporated by
3 reference.

4 56. From in or about August 2011 through in or about October 2011, in the Northern District
5 of California and elsewhere, the defendant,

6 ROBERT BOGUCKI,

7 CC-1, CC-2, and others known and unknown to the Grand Jury, did knowingly conspire to devise and
8 intend to devise a scheme and artifice to defraud as to a material matter, and to obtain money and property
9 by means of materially false and fraudulent pretenses, representations, and promises, and by omissions
10 and concealment of material facts with a duty to disclose, and, for the purpose of executing such scheme
11 and artifice and attempting to do so, to transmit, and cause to be transmitted, by means of wire
12 communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds,
13 in violation of Title 18, United States Code, Section 1343.

14 All in violation of Title 18, United States Code, Section 1349.
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COUNTS TWO THROUGH SEVEN: (18 U.S.C. §§ 1343 & 2 – Wire Fraud and Aiding and Abetting)

57. The factual allegations in Paragraphs 1 through 54 are re-alleged and incorporated by reference.

58. From in or about August 2011 through in or about October 2011, in the Northern District of California and elsewhere, the defendant,

ROBERT BOGUCKI,

did knowingly, and with intent to defraud, devise and intend to devise, and willfully participate in, a scheme and artifice to defraud and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and by omissions and concealment of material facts with a duty to disclose.

59. On or about the dates set forth below, in the Northern District of California and elsewhere, the defendant did, for the purpose of executing such scheme and artifice and attempting to do so, transmit, and cause to be transmitted, by means of wire communication in interstate and foreign commerce, certain writings, signs, signals, pictures, and sounds, to wit, the wire communications described below:

Count	Date & Time	Description of Wire
Two	9/27/2011 7:35AM PT	Telephone call between BOGUCKI in New York, New York and HP representatives in Palo Alto, California
Three	9/28/2011 6:30AM PT	Telephone call between BOGUCKI in New York, New York and HP representatives in Palo Alto, California
Four	9/29/2011 6:15AM PT	Bloomberg chat between BOGUCKI in New York, New York and HP representatives in Palo Alto, California
Five	9/30/2011 10:36AM PT	Telephone call between BOGUCKI in New York, New York and Person 1 in Palo Alto, California
Six	10/3/2011 6:20AM PT	Telephone call between BOGUCKI in New York, New York and HP representatives in Palo Alto, California
Seven	10/4/2011 2:56PM PT	Bloomberg chat between BOGUCKI in New York, New York and Person 1 in Palo Alto, California

Each count a separate offense, in violation of Title 18, United States Code, Sections 1343 and 2.

1 FORFEITURE ALLEGATIONS: (18 U.S.C. §§ 981(a)(1)(C) & 982(a) & 28 U.S.C. § 2461 –
2 Criminal Forfeiture)

3 60. The allegations in Paragraphs 1 through 59 of this Indictment are re-alleged and
4 incorporated by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code,
5 Sections 981(a)(1)(C) and 982(a), and Title 28, United States Code, Section 2461.

6 61. Upon conviction of any of the offenses alleged in Counts One through Seven, the
7 defendant,

8 ROBERT BOGUCKI,

9 shall forfeit to the United States, pursuant to Title 18, United States Code, Sections 981(a)(1)(C) and
10 982(a), and Title 28, United States Code, Section 2461, any property, real and personal, which constitutes
11 or is derived from proceeds traceable to said violations, including but not limited to the amount of proceeds
12 obtained as a result of the offenses alleged in Counts One through Seven.

13 62. If, as a result of any act or omission of the defendant, any of said property

- 14 a. cannot be located upon the exercise of due diligence;
15 b. has been transferred or sold to or deposited with a third person;
16 c. has been placed beyond the jurisdiction of the Court;
17 d. has been substantially diminished in value; or
18 e. has been commingled with other property which cannot be divided without
19 difficulty;

20 any and all interest defendant has in any other property shall be forfeited to the United States, pursuant to
21 Title 18, United States Code, Sections 981(a)(1)(C) and 982(a), and Title 28, United States Code, Section
22 2461.

23 All in violation of Title 18, United States Code, Sections 981(a)(1)(C) and 982(a), and Title 28,
24 United States Code, Section 2461.

1 DATED: January 16, 2018


A TRUE BILL

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FOREPERSON

5
6 ALEX G. TSE
Acting United States Attorney

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8 SANDRA MOSER
Acting Chief, Fraud Section
9 Criminal Division
10 U.S. Department of Justice


11 JOHN H. HEMANN
Deputy Chief, Criminal Division

12  1/16/2018

13
14 Approved as to form:

15 
16 ROBERT S. LEACH
Assistant United States Attorney

17
18 BRIAN R. YOUNG

Assistant Chief
19 JUSTIN WEITZ 
20 Trial Attorney

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INDICTMENT