

U.S. DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

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WILLIAM M. DEVLINS  
CLERK

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

**FELONY**

**SECOND SUPERSEDING INDICTMENT FOR CONSPIRACY TO COMMIT  
CRIMINAL COPYRIGHT INFRINGEMENT AND RELATED CRIMES, CRIMINAL  
COPYRIGHT INFRINGEMENT, CIRCUMVENTION OF TECHNOLOGICAL  
MEASURES PROTECTING COPYRIGHTED WORKS, TRAFFICKING IN  
TECHNOLOGY DESIGNED TO CIRCUMVENT COPYRIGHT PROTECTION  
SYSTEMS, CONSPIRACY TO COMMIT INTERNATIONAL MONEY LAUNDERING,  
AND NOTICES OF FORFEITURE**

UNITED STATES OF AMERICA

\*

CRIMINAL NO. 14-035

v.

\*

SECTION: "G"

RAINER WITTICH  
THE BRINSON COMPANY

\*

VIOLATIONS: 18 U.S.C. § 2

18 U.S.C. § 371

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18 U.S.C. § 1349

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18 U.S.C. § 1956(h)

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18 U.S.C. § 2319(b)(1)

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17 U.S.C. § 506(a)(1)(A)

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17 U.S.C. § 1201(a)(1)(A)

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17 U.S.C. § 1201(a)(2)(A)

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17 U.S.C. § 1204(a)(1)

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18 U.S.C. § 981(a)(1)(C)

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18 U.S.C. § 982(a)(1)

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18 U.S.C. § 2323(b)

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21 U.S.C. § 853(p)

28 U.S.C. § 2461(c)

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The Grand Jury charges that:

**COUNT 1**  
**(Conspiracy)**

**A. AT ALL MATERIAL TIMES HEREIN:**

1. **RAINER WITTICH** (“WITTICH”) was a resident of River Ridge, Louisiana, and the owner and operator of **THE BRINSON COMPANY** (“TBC”), a Harahan, Louisiana-based company. TBC sold, among other things, replacement parts for Mercedes-Benz automobiles. Additionally, TBC sold diagnostic equipment for automobiles, including diagnostic equipment for Mercedes-Benz automobiles.

2. Daimler AG was an automaker headquartered in Stuttgart, Germany that produced and sold Mercedes-Benz (“Mercedes-Benz”) automobiles. Mercedes-Benz USA (“MBUSA”), a division of Daimler AG, was responsible for the distribution and marketing of Mercedes-Benz automobiles in the United States. In addition to automobiles, Daimler AG produced, and MBUSA distributed in the United States, automotive parts and equipment for both commercial and consumer use.

3. Daimler AG produced the Star Diagnostic System (“SDS”), a hand-held computer designed to aid in the diagnosis of automotive systems with electronic controls and interfaces.

4. The SDS consisted of a tablet-type computer with a touch screen interface running the Windows XP operating system. Included with the SDS was a multiplexer (used for combining signals, and, in effect, negotiating the transmission of diagnostic information between an automobile and the SDS) and various connection cables. Installed on the SDS were software programs created by Mercedes-Benz to diagnose and repair Mercedes-Benz automobiles, such as programs entitled WIS, DAS, and Xentry. Daimler AG provided authorized purchasers and lessees of the SDS regular software updates.

5. The retail price of an authentic Mercedes-Benz SDS varied between approximately \$8,300 and \$22,000 in the United States. Additionally, in some instances, purchasers of the SDS would pay Daimler AG (or, in the United States, MBUSA) several thousand dollars per year to receive regular software updates.

6. To purchase or lease an SDS from MBUSA, a purchaser or lessee had to execute a license agreement that governed the usage and distribution of the SDS and the SDS software. The license agreement recognized that the software on the SDS was “confidential, proprietary, trade secret information” and that recipients of a license were prohibited from transferring, assigning, or providing the software to others without authorization from Daimler AG or MBUSA. The SDS software also required an alpha-numeric code sequence (a “key” or “license key”) to “unlock” it.

7. Neither **WITTICH**, nor **TBC**, nor any of its employees, agents, or partners obtained a license to maintain, modify, resell, or distribute the SDS or SDS software.

8. The use of non-authentic or unauthorized SDS units increased the risk of Mercedes-Benz automobiles being stolen or suffering from misdiagnosed or undiagnosed problems.

9. On about July 13, 2012, Special Agents from the Federal Bureau of Investigation searched **TBC**’s headquarters in Harahan, Louisiana.

10. On about May 9, 2013, **WITTICH** appeared before a federal grand jury and produced documents in response to a subpoena directed to the “Custodian of Records” for **TBC**.

11. On about September 26, 2013, **WITTICH** and his counsel met with Special Agents from the Federal Bureau of Investigation. During the meeting, FBI agents detailed the

nature of their investigation and presented numerous documents obtained throughout the investigation.

**B. THE CONSPIRACY:**

Beginning at a time unknown, but not later than 2005, and continuing through at least December 5, 2013, in the Eastern District of Louisiana and elsewhere, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, and other individuals and entities known and unknown to the Grand Jury, willfully and knowingly did combine, conspire, confederate, and agree to commit offenses against the United States, that is:

- a. to willfully and for purposes of commercial advantage and private financial gain infringe a copyright, by reproducing and distributing during a 180-day period ten (10) or more copies of one (1) or more copyrighted works, namely, the proprietary software for Mercedes-Benz Star Diagnostic Systems, with a total retail value of more than \$2,500, in violation of Title 17, United States Code, Section 506(a)(1)(A), and Title 18, United States Code, Section 2319(b)(1);
- b. to willfully and for the purposes of commercial advantage and private financial gain circumvent a technological measure that effectively controlled access to a work protected under Title 17 of the United States Code, in violation of Title 17, United States Code, Sections 1201(a)(1)(A) and 1204(a)(1).

**C. OVERT ACTS:**

In furtherance of the conspiracy, and to accomplish the purposes thereof, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, and other individuals and entities known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in the Eastern District of Louisiana and elsewhere:

1. Beginning in about 2001, **WITTICH** and **TBC**, in conjunction with Company A, a Durham, North Carolina-based company owned by R.B. that specialized in the sale of remanufactured Mercedes-Benz parts and equipment, began developing, manufacturing, and making available for sale fake SDS units. **WITTICH**, **TBC**, and Company A would purchase specific, previously agreed-upon models of laptop computers to serve as the SDS unit and install copies of modified SDS proprietary software created by Daimler AG onto the computers.

2. Company A was responsible for creating hardware for the fake SDS units, including a “black box” that served the role of a multiplexer, while **WITTICH** and **TBC**, with assistance from Company A and others, obtained, modified, and duplicated the authentic SDS software created by Daimler AG so that it would operate on their fake SDS units without authorization from Daimler AG or MBUSA. Occasionally, **WITTICH** and **TBC** would purchase “black box adaptors” and cables for the “black box” from other sources. In negotiating purchases, **WITTICH** insisted that the “clone” devices function exactly like the original equipment manufactured by Daimler AG.

3. In about 2004, Company B, a Rancho Palos Verdes, California-based company, and its owner, M.V., learned of **WITTICH**, **TBC**, and Company A’s manufacture and sale of fake SDS units. Company B offered independent technical information and support for Mercedes-Benz automobiles, among others, through websites for which members paid a monthly

access fee. In about 2005, M.V. and Company B began working with **WITTICH** and **TBC** to manufacture and sell fake SDS units.

4. In addition to providing the membership-only website to share information relating to the repair of automobiles, including Mercedes-Benz automobiles, M.V. conducted frequent, regular multi-day diagnostic training seminars around the country focused on Mercedes-Benz automobiles for which individuals could pay and enroll. At the seminars, M.V. and others lectured on matters related to the repair of Mercedes-Benz automobiles. **WITTICH** occasionally spoke at the seminars. Additionally, **WITTICH** and **TBC** regularly “sponsored” seminars, which enabled **WITTICH** and **TBC** to rent space at the seminars from Company B. **WITTICH** utilized the seminars as a way to build his customer base and to advertise and sell **TBC’S** products, including fake SDS units.

5. On about October 15, 2011, during one of Company B’s seminars located in San Diego, California, **WITTICH** attempted to convince a prospective purchaser to buy a fake SDS unit by explaining that **WITTICH** “pa[id] other people overseas to write software that tells the factory software it’s ok to go onto a laptop.”

6. **WITTICH**, R.B., and M.V. discussed, and collectively set, the price at which they should sell their fake SDS units. For example, on October 28, 2011, **WITTICH** informed M.V. via e-mail that he intended to sell an SDS unit for \$6,000.

7. In about 2008, **WITTICH**, **TBC**, R.B, and M.V. began purchasing software for their fake SDS units, as well as updates and “patches” for the software, from J.C., an individual who resided in the United Kingdom. **WITTICH** and **TBC** paid J.C. to manipulate Daimler AG’s proprietary SDS software to make it operate on the defendants’ laptop computers without Daimler AG’s authorization or license.

8. **WITTICH** and **TBC** obtained, without authorization from MBUSA or Daimler AG, updates to pre-existing versions of Mercedes-Benz proprietary software for the fake SDS units on storage media such as CDs, DVDs, and laptop computer hard drives. After receiving new software or updates, **WITTICH** instructed employees of **TBC** to make copies of the discs and share them with Company A and Company B.

9. When problems arose with the manipulated software for the fake SDS units that required sophisticated analysis, **WITTICH** instructed employees of **TBC** to work with J.C. to fix the problem.

10. Similarly, after Daimler AG altered its proprietary SDS software or enhanced security measures in an attempt to protect its software from “cracks,” **WITTICH**, **TBC**, Company A, and Company B would work with J.C. to overcome the additional safety measures so that they could continue to manufacture and sell fake SDS units. For example, on June 18, 2010, **WITTICH**, R.B., M.V., and J.C. discussed via e-mail how to overcome safety measures Daimler AG implemented on updates to its factory SDS software “as a direct result of cracks and fixes we have made.”

11. Occasionally, a fake SDS unit sold by Company A or Company B would actually come from **TBC**. In such instances, after a customer ordered a fake SDS unit from Company A or Company B, R.B. or M.V. would notify **WITTICH**, and an employee of **TBC** would either: (i) send the fake SDS unit from Harahan, Louisiana to Company A or Company B, who would then send it on to the customer; or (ii) the **TBC** employee would send the fake SDS unit directly from Harahan, Louisiana to the customer.

12. When Company A, Company B, or one of the customers to whom Company A or Company B sold a fake SDS unit had a problem or needed updated software, **WITTICH** and

**TBC** would provide the updated software or perform repairs. For example, in about October 2010, Customer 1, an auto repair company located in Encinitas, California, who had purchased an unauthorized SDS unit from Company B, developed a problem with the unauthorized SDS unit. M.V. notified **WITTICH**, who instructed M.V. to have Customer 1 send the fake SDS unit to **TBC** in Harahan, Louisiana. At **WITTICH'S** direction, an employee of **TBC** repaired the fake SDS unit at no charge and sent it via interstate commercial carrier from Harahan, Louisiana to Customer 1.

13. On about June 16, 2012, upon learning that Daimler AG had notified J.C. that his conduct was in violation of civil and/or criminal laws, M.V., R.B., J.C., **WITTICH**, and others discussed via e-mail a plan to have J.C. “go underground and off the radar” and continue providing assistance and support in the production of fake SDS units.

14. After J.C. stopped providing **WITTICH** and **TBC** with software and components necessary to manufacture and sell fake SDS units, **WITTICH** and **TBC** began purchasing software and components for fake SDS units from one or more companies located in China.

15. Even after federal agents searched **TBC'S** facilities on July 13, 2012, **WITTICH** and **TBC** purchased not fewer than 71 units of software and components over at least 14 occasions for the purpose of manufacturing, distributing, and selling fake SDS units and software updates for fake SDS units. Similarly, even after federal agents provided **WITTICH** with a detailed description of their investigation on September 26, 2013, **WITTICH** and **TBC** still purchased software and components for the production and distribution of fake SDS units.

16. In about March 2013, **WITTICH** traveled to a business outside the State of Louisiana to recruit and work with others to manufacture and install updated software onto additional fake SDS units.



17. Between about 2001 and until at least December 5, 2013, **WITTICH, TBC, Company A, and Company B** sold the fake SDS units for up to approximately \$11,000 each, depending on market demand and other factors. **WITTICH and TBC** manufactured and sold not fewer than approximately 725 fake SDS units, and Company B sold not fewer than 95 fake SDS units, including at least 10 fake SDS units containing proprietary Mercedes-Benz software which were manufactured and distributed within a 180-day period.

All in violation of Title 18, United States Code, Section 371.

**COUNTS 2-3**  
**(Copyright Infringement)**

**A. AT ALL TIMES MATERIAL HEREIN:**

The allegations of Section A and C of Count 1 are hereby realleged and incorporated herein in their entirety.

**B. THE OFFENSE:**

On or about the periods set forth below, in the Eastern District of Louisiana and elsewhere, the defendants, **RAINER WITTICH and THE BRINSON COMPANY**, did willfully and for purposes of commercial advantage and private financial gain infringe a copyright, by reproducing and distributing during a 180-day period ten (10) or more copies of one (1) or more copyrighted works, which had a total retail value of more than \$2,500:

<b>Count</b>	<b>Beginning Date</b>	<b>End Date</b>
2	7/1/2011	12/27/2011
3	1/1/2012	6/29/2012

All in violation of Title 17, United States Code, Section 506(a)(1)(A) and Title 18, United States Code, Sections 2319(b)(1) and 2.

**COUNTS 4-6**  
**(Circumvention of Technological Measures**  
**Effectively Controlling Access to Copyrighted Works)**

**A. AT ALL TIMES MATERIAL HEREIN:**

The allegations of Section A and C of Count 1 are hereby realleged and incorporated herein in their entirety.

**B. THE OFFENSE:**

On or about the dates set forth below, in the Eastern District of Louisiana and elsewhere, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, did willfully and for the purposes of commercial advantage and private financial gain circumvent a technological measure that effectively controlled access to a work protected under Title 17 of the United States Code:

<b>Count</b>	<b>Date</b>
4	4/26/12
5	5/23/12
6	5/25/12

All in violation of Title 17, United States Code, Sections 1201(a)(1)(A) and 1204(a)(1), and Title 18, United States Code, Section 2.

**COUNT 7**  
**(Conspiracy to Commit International Money Laundering)**

**A. AT ALL TIMES MATERIAL HEREIN:**

The allegations of Section A and C of Count 1 are hereby realleged and incorporated herein in their entirety.

**B. THE OFFENSE:**

Beginning at a time unknown, but not later than 2005, and continuing through at least December 5, 2013, in the Eastern District of Louisiana and elsewhere, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, and other individuals and entities known and unknown to the Grand Jury, willfully and knowingly did combine, conspire, confederate, and agree to transport, transmit, and transfer, and attempt to transport, transmit and transfer, a monetary instrument and funds from a place in the United States to and through a place outside the United States with the intent to promote the carrying on of specified unlawful activities, to wit: the crimes alleged in Counts One through Three of this Second Superseding Indictment, in violation of Title 18, United States Code, Section 1956(a)(2)(A).

All in violation of Title 18, United States Code, Section 1956(h).

**COUNT 8**  
**(Conspiracy)**

**A. AT ALL TIMES MATERIAL HEREIN:**

The allegations of Section A and C of Count 1 are hereby realleged and incorporated herein in their entirety.

**B. THE CONSPIRACY:**

Beginning at a time unknown, but not later than 2005, and continuing through at least July 2012, in the Eastern District of Louisiana and elsewhere, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, and other individuals and entities known and unknown to the Grand Jury, willfully and knowingly did combine, conspire, confederate, and agree to commit offenses against the United States, that is:

- a. to willfully and for purposes of commercial advantage and private financial gain infringe a copyright, by reproducing and distributing during a 180-day period ten (10) or more copies of one (1) or more copyrighted works, namely, Mercedes-Benz training guides, engine service manuals and automotive diagnostic software, with a total retail value of more than \$2,500, in violation of Title 17, United States Code, Section 506(a)(1)(A), and Title 18, United States Code, Section 2319(b)(1);
- b. to knowingly traffic in counterfeit labels affixed to, enclosing, and accompanying, and designed to be affixed to, enclose, and accompany, copies of copyrighted computer programs, and for which the the mail and facilities of interstate commerce were used and intended to be used in the commission of the offense, in violation of Title 18, United States Code, Section 2318(a)(1)(A)(ii);

- c. to willfully and for purposes of commercial advantage and private financial gain traffic in a technology, product, service, and device that was primarily designed and produced for the purpose of circumventing a technological measure that effectively controlled access to a work protected under Title 17 of the United States Code, in violation of Title 17, United States Code, Section 1201(a)(2)(A) and 1204(a)(1).

**C. OVERT ACTS:**

In furtherance of the conspiracy, and to accomplish the purposes thereof, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, and other individuals and entities known and unknown to the Grand Jury, committed and caused to be committed the following overt acts, among others, in the Eastern District of Louisiana and elsewhere:

1. Beginning in about 2005, and continuing through about July 2012, **WITTICH** and **TBC** began making multiple copies of compact discs produced by Mercedes-Benz containing copyrighted training guides, engine service manuals, and automotive diagnostic software; each disc bore a copyright symbol, the word "Copyright" along with the year, and warned that

unauthorized copying, adaptation, rental, lending, charging for use, distribution or extraction of this product or any copyright work that forms part of this product are prohibited.

2. **WITTICH** and **TBC** then sold these unauthorized copies to the public without seeking or receiving permission from Mercedes-Benz.

3. To make some of the unauthorized copies appear like those produced by Mercedes-Benz, **WITTICH** and **TBC** photocopied the labels on the original Mercedes-Benz compact discs and affixed them to the unauthorized copies.

4. Some of the unauthorized copies containing Mercedes-Benz automotive diagnostic software required an alpha-numeric key in order to access the software. **WITTICH** and **TBC** also sold to the public key generators, or “keygens,” which purchasers of the unauthorized copies could use to generate the keys necessary to unlock the software.

All in violation of Title 18, United States Code, Section 371.

**COUNT 9**

**(Trafficking in Technology Designed to Circumvent Copyright Protection Systems)**

**A. AT ALL TIMES MATERIAL HEREIN:**

The allegations of Section A and C of Count 1, and of Section C of Count 8, are hereby realleged and incorporated herein in their entirety.

**B. THE OFFENSE:**

Beginning at a time unknown, but not later than 2005, and continuing through at least July 2012, in the Eastern District of Louisiana and elsewhere, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, did willfully and for purposes of commercial advantage and private financial gain traffic in a technology, product, service, and device, namely, software, knowing that the technology, product, service, and device was primarily designed and produced for the purpose of circumventing a technological measure that effectively controlled access to a work protected under Title 17 of the United States Code, namely, proprietary software designed to operate and function on the Mercedes-Benz Star Diagnostic System.

All in violation of Title 17, United States Code, Sections 1201(a)(2)(A), 1204(a)(1), and Title 18, United States Code, Section 2.

**NOTICE OF FORFEITURE AS TO COUNTS ONE THROUGH THREE AND EIGHT**

1. The allegations of Counts 1 through 3 and 8 of this Second Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Section Section 2323(b).

2. As a result of the offenses alleged in Counts 1 through 3 and 8 of this Second Superseding Indictment, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 2323(b), (i) any article, the making or trafficking of which is prohibited under section 506 of Title 17 or section 2319 of Title 18 of the United States Code, (ii) any property used, or intended to be used, in any manner or part to commit or facilitate the commission of the offenses and any property constituting or derived from any proceeds obtained directly or indirectly as a result of the commission of said offenses.

3. If any of the property subject to forfeiture pursuant to Paragraph 2 of this Notice of Forfeiture, as a result of any act or omission of the defendants:

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

it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 2323 and Title 21, United States Code, Section 853(p).

**NOTICE OF FORFEITURE AS TO COUNT SEVEN**

1. The allegations of Count 7 of this Second Superseding Indictment are realleged and incorporated by reference as though set forth fully herein for the purpose of alleging forfeiture to the United States of America pursuant to the provisions of Title 18, United States Code, Section 982(a)(1).

2. As a result of the offenses alleged in Count 7 of this Second Superseding Indictment, the defendants, **RAINER WITTICH** and **THE BRINSON COMPANY**, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 982(a)(1), any property involved in such offense, or any property traceable to such property.

3. If any of the property subject to forfeiture pursuant to Paragraph 2 of this Notice of Forfeiture, as a result of any act or omission of the defendants:

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

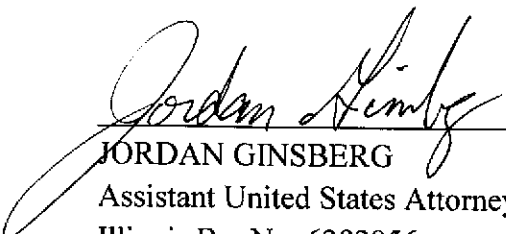



it is the intent of the United States, pursuant to Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of said defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 982(a)(1), Title 21, United States Code, Section 853(p) and Title 28, United States Code, Section 2461(c).

FOREPERSON'S SIGNATURE  
HAS BEEN REDACTED

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New Orleans, Louisiana  
October 2, 2014

No. 14-035 "G"

UNITED STATES DISTRICT COURT

Eastern District of Louisiana
Criminal Division

THE UNITED STATES OF AMERICA

vs.

RAINER WITTICH
THE BRINSON COMPANY

SECOND SUPERSEDING INDICTMENT

FOR CONSPIRACY TO COMMIT CRIMINAL COPYRIGHT
INGRIGEMENT AND RELATED CRIMES, CRIMINAL
COPYRIGHT INFRINGEMENT, CIRCUMVENTION OF
TECHNOLOGICAL MEASURES PROTECTING COPYRIGHTED
WORKS, TRAFFICKING IN TECHNOLOGY DESIGNED TO
CIRCUMVENT COPYRIGHT PROTECTION SYSTEMS,
CONSPIRACY TO COMMIT INTERNATIONAL MONEY
LAUNDERING

- VIOLATIONS: 18 U.S.C. §2
18 U.S.C. §371
18 U.S.C. §1349
18 U.S.C. §1956(h)
18 U.S.C. §2319(b)(1)
17 U.S.C. §506(a)(1)(A)
17 U.S.C. §1201(a)(1)(A)
17 U.S.C. §1201(a)(2)(A)
17 U.S.C. §1204(a)(1)
18 U.S.C. §981(a)(1)(c)
18 U.S.C. §982(a)(1)
18 U.S.C. §2323(b)
21 U.S.C. 853(p)
28 U.S.C. §2461(c)

FOREPERSON'S SIGNATURE
HAS BEEN REDACTED

File of
A.D. 2014.

Clerk

Bail, \$

Jordan Ginsberg
Assistant United States Attorney