

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA : CRIMINAL NO. _____
v. : DATE FILED: _____
KAREEM CAMERON : VIOLATIONS:
a/k/a "Shareef Ali," : 18 U.S.C. § 371 (conspiracy – 1 count)
a/k/a "Ali Shareef," : 18 U.S.C. § 1341 (mail fraud – 1 count)
a/k/a "Jason Abbott," : 18 U.S.C. § 1343 (wire fraud – 4 counts)
a/k/a "Franc Otero," : 18 U.S.C. § 2 (aiding and abetting)
a/k/a "Maurice Rodriguez," : Notice of Forfeiture
a/k/a "Joel Morgan" :
ALECIA SUSAN BROWN

INDICTMENT

COUNT ONE

(Conspiracy)

THE GRAND JURY CHARGES THAT:

At all times material to this indictment:

BACKGROUND

1. eBay.com ("eBay") was an internet auction website at which users advertised items for sale by auction, and other means. Prior to buying or selling on eBay, users were required to register with eBay by providing a name, email address, telephone number, and credit card number. eBay users selected a user name by which they would be identified in eBay transactions. Sellers listed items for sale on eBay and transmitted via the internet information regarding items. Buyers bid on items listed on eBay by transmitting bids via the internet. When a buyer won an auction or agreed to purchase an item directly from the seller, the seller and buyer communicated directly to arrange for payment and the shipment of the item.

2. eBay's Vehicle Purchase Protection program ("VPP program") provided up to \$50,000 of fraud protection for buyers who purchased certain vehicles through eBay. Frauds covered by the VPP program included buyers who purchased vehicles on eBay and never received the vehicles, and buyers who purchased vehicles through eBay that were less than 20 years old and had more than a 5,000 mile odometer discrepancy from the mileage as stated in the seller's listing. In order to be compensated for a fraud loss under the VPP program, a buyer had to provide, among other things, documentation to confirm payment for the vehicle. A buyer of a qualifying vehicle on eBay automatically was enrolled in the VPP at no charge.

3. The Auction Insurance Agency was an insurance company located in Birmingham, Alabama that provided payment and title guaranty insurance to automobile auctioneers. The Auction Insurance Agency contracted with eBay to investigate claims made under eBay's VPP program.

4. PayPal was a company owned by eBay that offered online payment services that enabled sellers and buyers in online transactions, such as those on eBay, to electronically transfer money using bank account and credit card information. A user set up an account on PayPal by providing an email address and credit card or bank account information, and by selecting a user name.

5. Rolex Forum was an internet site that allowed members to communicate in on-line discussion boards and post classified advertisements concerning Rolex watches.

6. Defendant KAREEM CAMERON, a/k/a "Shareef Ali," "Ali Shareef," "Jason Abbott," "Franc Otero," "Maurice Rodriguez," "Joel Morgan," created, maintained, and used accounts with eBay and PayPal, including the accounts mrlova_lova, 10global2010,

watch_me_shine, morodriguez, jasonwabbott, and francosstuff, among many others. Defendant CAMERON created the eBay and PayPal accounts by using email accounts opened in his own name, as well as several aliases. Defendant CAMERON also used, controlled, or caused to be used the email accounts joel.morganphilly@gmail.com and akeyes19120@yahoo.com, among many others.

7. Defendant ALECIA SUSAN BROWN maintained a personal banking account with Citizens Bank, and resided together with defendant KAREEM CAMERON in Philadelphia.

THE CONSPIRACY

8. From at least in or about April 2011 through at least in or about January 2012, in Philadelphia, in the Eastern District of Pennsylvania and elsewhere, defendants

**KAREEM CAMERON,
a/k/a "Shareef Ali,"
a/k/a "Ali Shareef,"
a/k/a "Jason Abbott,"
a/k/a "Franc Otero,"
a/k/a "Maurice Rodriguez,"
a/k/a "Joel Morgan," and
ALECIA SUSAN BROWN**

conspired and agreed, together and with others known and unknown to the Grand Jury, to commit offenses against the United States, that is, to devise a scheme to defraud, and to obtain money and property by means of false and fraudulent pretenses, representations, and promises, and to use the U.S. mails and wire transmissions in interstate commerce to further the scheme to defraud, in violation of Title 18, United States Code, Sections 1341 and 1343.

MANNER AND MEANS

It was part of the conspiracy that:

9. Defendant KAREEM CAMERON, using websites including eBay, falsely advertised and offered for sale luxury items that he did not possess, did not intend to deliver, or were not in the condition advertised. These luxury items included cars, such as BMWs and Volvos, and Rolex watches.

10. It further was part of the conspiracy that defendant KAREEM CAMERON caused victims to bid on the items through online auctions on eBay, or negotiated sales directly with victims by telephone or through the use of email accounts that he had created using his own name and various aliases.

11. Defendant KAREEM CAMERON advertised for sale on the internet and sold as genuine Rolex watches that the defendant knew were replicas.

12. Defendant KAREEM CAMERON advertised for sale on eBay luxury automobiles that he did not possess, that he did not intend to deliver to the buyer, or that had an odometer discrepancy of thousands of miles from the mileage that was stated in the defendant's sale listing.

13. Defendant KAREEM CAMERON, after the close of the auction or the conclusion of the direct sale, directed victim buyers to send payment via wire transfer to his Wachovia Bank account, or to the Citizens Bank account of defendant ALECIA SUSAN BROWN, or to one of the PayPal accounts that he controlled.

14. After the funds were deposited into her account, defendant ALECIA SUSAN BROWN withdrew the fraudulently obtained funds.

15. After defendants KAREEM CAMERON and ALECIA SUSAN BROWN received the fraudulently obtained funds in their respective bank accounts, defendant KAREEM CAMERON shipped goods that did not match the sale description, were inferior in quality to those he advertised for auction and sale, or he shipped nothing at all.

16. Using the telephone or email addresses that he created using various aliases, defendant KAREEM CAMERON corresponded with victim buyers, and provided false justifications for alleged shipping delays of purchased items.

17. Defendants KAREEM CAMERON and ALECIA SUSAN BROWN also defrauded eBay's VPP program by claiming that a car that defendant KAREEM CAMERON purportedly purchased on eBay had more than a 5,000 mile odometer discrepancy from the mileage as stated in the seller's listing. In reality, defendant CAMERON had not purchased the car from someone else, but rather merely pretended to purchase the car on eBay from an eBay seller, the account of which he created and controlled.

OVERT ACTS

In furtherance of the conspiracy, defendants KAREEM CAMERON, a/k/a "Shareef Ali," "Ali Shareef," "Jason Abbott," "Franc Otero," "Maurice Rodriguez," "Joel Morgan," and ALECIA SUSAN BROWN, committed the following overt acts in the Eastern District of Pennsylvania and elsewhere:

Fraud on eBay's Vehicle Purchase Protection Program

1. In or about April 2011, defendant KAREEM CAMERON, using the eBay user name "mrlova_lova," falsely advertised for sale on eBay a 2004 Volvo V70. Defendant CAMERON had created the eBay user account "mrlova_lova" on or about April 8, 2011, and the 2004 Volvo V70 was the only item eBay user mrlova_lova ever listed for sale.

2. On or about April 9, 2011, defendant KAREEM CAMERON, using a different eBay user name, "10global2010," purported to purchase for \$14,900 the 2004 Volvo V70 that defendant CAMERON falsely had listed for sale under the eBay user name "mrlova_lova." This purchase qualified for fraud protection under eBay's VPP program.

3. On or about April 15, 2011, in order to make the sale appear legitimate and to generate the required confirmation of payment for eBay's VPP program, defendant KAREEM CAMERON withdrew approximately \$14,900 from his Wachovia Bank account and obtained a cashier's check for \$14,900 made the check payable to "Ali Shareef," the purported seller of the vehicle. CAMERON thereby appeared to purchase the car from someone else on eBay, but in reality merely paid himself.

4. On or about April 15, 2011, defendant ALECIA SUSAN BROWN endorsed and deposited the cashier's check for \$14,900 made payable to "Ali Shareef" into her Citizens Bank account, account number ending 1337.

5. On or about April 18, 2011, defendant KAREEM CAMERON filed a complaint with eBay's VPP program, claiming that the 2004 Volvo V70 he purportedly purchased from "Ali Shareef" had more than a 5,000 mile odometer discrepancy from the mileage as stated in the seller's listing. Defendant CAMERON claimed that the car was advertised as having

approximately 31,000 miles, when it had 130,000 miles.

6. In or about May 2011, eBay's Auction Insurance Agency determined that the decrease in value of the 2004 Volvo V70 based upon the odometer discrepancy was approximately \$5,225. On or about May 5, 2011, after receiving from defendant KAREEM CAMERON an executed Release and Assignment agreement, which defendant ALECIA SUSAN BROWN signed and witnessed, the Auction Insurance Agency mailed a check in the amount of \$5,225 to KAREEM CAMERON in Philadelphia.

7. On or about May 9, 2011, defendant ALECIA SUSAN BROWN deposited the \$5,225 check from the Auction Insurance Agency into her Citizens Bank account. On or about May 10, 2011, defendant BROWN withdrew \$4,000 cash from her account.

Fraud on eBay Buyer G.T.

8. In or about May 2011, defendant KAREEM CAMERON, using the alias "Shareef Ali," and the eBay user name "watch_me_shine," falsely advertised to users of eBay that he would sell and make available for delivery a 2007 BMW 6-series, that defendant CAMERON well knew he did not possess or did not intend to deliver to a buyer.

9. On or about May 21, 2011, eBay user G.T. purchased for approximately \$30,000 the 2007 BMW 6-series that defendant KAREEM CAMERON, using the eBay user name "watch_me_shine," offered for sale on eBay.

10. On or about May 24, 2011, at the instruction of defendant KAREEM CAMERON, G.T. sent a wire transfer in the amount of approximately \$28,000 from J.P. Morgan Chase to defendant CAMERON's Wachovia Bank account in Philadelphia in partial payment for the 2007 BMW 6-series.

11. On or about May 25, 2011, at the instruction of defendant KAREEM CAMERON, G.T. sent a second wire transfer from J.P. Morgan Chase in the amount of approximately \$2,000 to defendant CAMERON's Wachovia Bank account in Philadelphia, in final payment for the 2007 BMW 6-series.

12. After sending the two wire transfers totaling approximately \$30,000 to defendant KAREEM CAMERON's Wachovia Bank account in payment for the car, G.T. was unable to reach defendant CAMERON to arrange for delivery of the car. G.T. never received the car.

13. Defendant KAREEM CAMERON falsely represented to G.T. that he had been out of town on business at the time G.T. had arranged for a shipping service to pick up the car. Defendant KAREEM CAMERON also falsely represented to G.T. that his cell phone had stopped working because he dropped it in the toilet.

Fraud on eBay Buyer M.L.

14. In or about June 2011, defendant KAREEM CAMERON, using the alias "Maurice Rodriguez" and the eBay user name "morodriguez," falsely advertised to users of eBay that he would sell and deliver a genuine a 1971 vintage Rolex Submariner watch, that defendant CAMERON well knew was a replica.

15. On or about June 14, 2011, eBay user M.L. purchased the 1971 vintage Rolex Submariner watch that defendant KAREEM CAMERON had listed for sale on eBay, believing that the watch was genuine.

16. On or about June 14, 2011, in payment for the watch, M.L. transferred approximately \$6,125 to a PayPal account controlled by defendant KAREEM CAMERON.

17. After sending payment for the watch to the PayPal account controlled by defendant KAREEM CAMERON, M.L. could not contact defendant CAMERON because the telephone number he had provided when he created the eBay user account “morodriguez” had been disconnected.

18. On or about June 15, 2011, after being contacted by PayPal concerning the status of the watch, defendant KAREEM CAMERON shipped a replica Rolex watch to M.L. in California via the United States mail.

19. On or about June 17, 2011, M.L. received the watch, but soon learned that it was not a genuine, as advertised.

Fraud on eBay Buyer J.P.

20. In or about July 2011, defendant KAREEM CAMERON, using the alias “Jason Abbott,” and the eBay user name “jasonwabbott,” falsely advertised to users of eBay that he would sell and make available for delivery a 2007 BMW 6-series, that defendant CAMERON well knew he did not possess or did not intend to deliver to a buyer.

21. On or about July 28, 2011, eBay user J.P. purchased the 2007 BMW 6-series for approximately \$32,500 that defendant KAREEM CAMERON, using the eBay user name “jasonwabbott,” offered for sale on eBay. Defendant CAMERON provided J.P. with a purported bill of sale dated July 28, 2011, that listed “Shareef J. Ali” as the seller of the vehicle.

22. On or about July 28, 2011, at the instruction of defendant KAREEM CAMERON, J.P. sent a wire transfer in the amount of approximately \$32,500 from First Louisiana National Bank to the Citizens Bank account of defendant ALECIA SUSAN BROWN in Philadelphia in payment for the 2007 BMW 6-series.

23. After sending approximately \$32,500 to defendant ALECIA SUSAN BROWN's bank account in payment for the car, J.P. was unable to reach defendant CAMERON to arrange for delivery of the car. J.P. never received the car.

Fraud on eBay Buyer E.M.

24. In or about October 2011, defendant KAREEM CAMERON, using the alias "Franc Otero," and the eBay user name "francosstuff," falsely advertised to users of eBay that he would sell and make available for delivery a 2006 BMW 7-series, that defendant CAMERON well knew he did not possess or did not intend to deliver to a buyer.

25. On or about October 15, 2011, eBay user E.M. purchased the 2006 BMW 7-series for approximately \$20,100 that defendant KAREEM CAMERON, using the eBay user name "francosstuff," offered for sale on eBay.

26. On or about October 17, 2011, at the instruction of defendant KAREEM CAMERON, E.M. sent a wire transfer in the amount of approximately \$19,850 from Wells Fargo Bank to the Citizens Bank account of defendant ALECIA SUSAN BROWN in Philadelphia in payment for the 2006 BMW 7-series. The remaining payment of approximately \$250 was paid via PayPal.

27. After sending approximately \$19,850 to the bank account of defendant ALECIA SUSAN BROWN in Philadelphia in payment for the car, E.M. was unable to reach defendant CAMERON to arrange for delivery of the car, and never received the car.

Fraud on Rolex Forum Member J.B.

28. On or about December 26, 2011, defendant KAREEM CAMERON, using the alias “Joel Morgan,” and the email address “joel.morganphilly@gmail.com,” contacted J.B. via email and falsely offered to sell J.B. a genuine 18 karat gold Rolex watch, when defendant CAMERON well knew that the watch was not genuine, but rather was a replica.

29. On or about December 28, 2011, J.B. examined the watch offered for sale by defendant KAREEM CAMERON, and gave defendant CAMERON an unsigned check in the amount of approximately \$17,500 as conditional payment for the watch. If the watch was authenticated as genuine by an appraiser, J.B. would endorse the check in payment to defendant CAMERON for the watch.

30. On or about December 29, 2011, without J.B.’s knowledge or consent, J.B.’s signature was forged on the check, and defendant ALECIA SUSAN BROWN deposited the check into her Citizens Bank account at the Melrose Park branch located in Cheltenham, Pennsylvania.

31. On or about December 30, 2011, J.B. was informed that the Rolex watch offered for sale by defendant KAREEM CAMERON was not genuine, but rather was a replica. J.B. returned the replica watch to defendant CAMERON, in exchange for CAMERON’s promise to refund J.B.’s money.

32. On or about January 3, 2012, defendant KAREEM CAMERON falsely represented to J.B. via text message that he was having surgery, and that his “wife,” “Susan Brown Morgan,” would wire transfer the money back to J.B.’s account.

33. On or about January 3, 2012 through January 5, 2012, J.B. received emails from “Susan Brown Morgan” using the email account alecnvanessa@gmail.com, claiming that the wire refunding J.B.’s money was sent, but that there would be a delay in receipt of the wire due to the New Year’s holiday. J.B.’s money was never returned.

34. On or about January 5, 2012, defendant ALECIA SUSAN BROWN withdrew approximately \$30,500 from her Citizens Bank account at the Melrose Park branch located in Cheltenham, Pennsylvania.

In violation of Title 18, United States Code, Section 371.

COUNT TWO

(Mail Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

1. Paragraphs 1 through 7 of Count One are incorporated here.

THE SCHEME

2. In or about April 2011 through in or about May 2011, in Philadelphia in the Eastern District of Pennsylvania, and elsewhere, defendants

**KAREEM CAMERON,
a/k/a "Shareef Ali,"
a/k/a "Ali Shareef,"
a/k/a "Jason Abbott,"
a/k/a "Franc Otero,"
a/k/a "Maurice Rodriguez,"
a/k/a "Joel Morgan," and
ALECIA SUSAN BROWN**

knowingly devised and executed a scheme to defraud, and to obtain monies through false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Paragraphs 9 through 17, and Over Acts 1 through 7 of Count One are incorporated here.
4. On or about May 5, 2011, in Philadelphia in the Eastern District of Pennsylvania and elsewhere, defendants

**KAREEM CAMERON,
a/k/a "Shareef Ali,"
a/k/a "Ali Shareef,"
a/k/a "Jason Abbott,"
a/k/a "Franc Otero,"
a/k/a "Maurice Rodriguez,"
a/k/a "Joel Morgan," and
ALECIA SUSAN BROWN**

for the purpose of executing the scheme described above, and aiding and abetting its execution, knowingly caused to be sent and delivered by the United States mail, a check in the amount of \$5,225 from the Auction Insurance Agency in Alabama to defendant KAREEM CAMERON in Philadelphia, Pennsylvania.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNTS THREE THROUGH SIX

(Wire Fraud)

THE GRAND JURY FURTHER CHARGES THAT:

3. Paragraphs 1 through 7 of Count One are incorporated here.

THE SCHEME

2. From in or about April 2011, through in or about January 2012, in the Eastern District of Pennsylvania and elsewhere, defendants

**KAREEM CAMERON,
a/k/a "Shareef Ali,"
a/k/a "Ali Shareef,"
a/k/a "Jason Abbott,"
a/k/a "Franc Otero,"
a/k/a "Maurice Rodriguez,"
a/k/a "Joel Morgan," and
ALECIA SUSAN BROWN,**

knowingly devised and executed a scheme to defraud, and to obtain monies through false and fraudulent pretenses, representations and promises.

MANNER AND MEANS

It was part of the scheme that:

3. Paragraphs 9 through 17, and Overt Acts 8 through 13, and 20 through 34 of Count One are incorporated here.

4. On or about the dates listed below, in the Eastern District of Pennsylvania and elsewhere, defendants

KAREEM CAMERON,
a/k/a "Shareef Ali,"
a/k/a "Ali Shareef,"
a/k/a "Jason Abbott,"
a/k/a "Franc Otero,"
a/k/a "Maurice Rodriguez,"
a/k/a "Joel Morgan," and
ALECIA SUSAN BROWN,

for the purpose of executing the scheme described above, and aiding and abetting its execution, caused to be transmitted, by means of wire communication in interstate commerce the signals and sounds described below, each transmission constituting a separate count:

COUNT	DATE (On or About)	DESCRIPTION OF WIRE
Three	May 24, 2011	Interstate wire transfer from J.P. Morgan Chase Bank to Wachovia Bank in Pennsylvania in the amount of approximately \$28,000.
Four	July 28, 2011	Interstate wire transfer from First Louisiana National Bank to Citizens Bank in Pennsylvania in the amount of approximately \$32,500.
Five	October 17, 2011	Interstate wire transfer from Wells Fargo Bank to Citizens Bank in Pennsylvania in the amount of approximately \$19,850.
Six	December 26, 2011	Email from joel.morganphilly@gmail.com to J.B. offering for sale 18 karat gold Rolex watch.

All in violation of Title 18, United States Code, Sections 1343 and 2.

NOTICE OF FORFEITURE

THE GRAND JURY FURTHER CHARGES THAT:

1. As a result of the violations of Title 18, United States Code, Sections 1341 and 1343, set forth in this information, defendants

**KAREEM CAMERON,
a/k/a "Shareef Ali,"
a/k/a "Ali Shareef,"
a/k/a "Jason Abbott,"
a/k/a "Franc Otero,"
a/k/a "Maurice Rodriguez,"
a/k/a "Joel Morgan," and
ALECIA SUSAN BROWN,**

shall forfeit to the United States of America any property that constitutes, or is derived from, proceeds obtained directly or indirectly from the commission of such offenses, including the sum of up to approximately \$186,439.

2. If any of the property subject to forfeiture, as a result of any act or omission of the defendants:

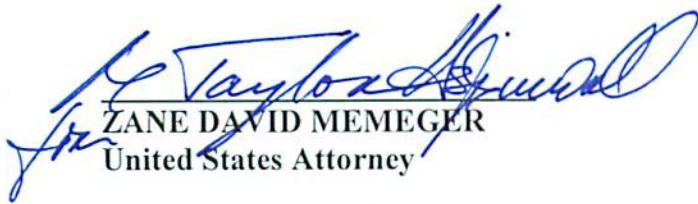
- (a) cannot be located upon the exercise of due diligence;
- (b) has been transferred or sold to, or deposited with, a third party;
- (c) has been placed beyond the jurisdiction of the Court;
- (d) has been substantially diminished in value; or
- (e) has been commingled with other property which cannot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

it is the intent of the United States, pursuant to Title 28, United States Code, Section 2461(c), incorporating Title 21, United States Code, Section 853(p), to seek forfeiture of any other property of the defendant(s) up to the value of the property subject to forfeiture.

All pursuant to Title 18, United States Code, Section 981(a)(1)(c) and Title 28,
United States Code, Section 2461(c).

A TRUE BILL:

GRAND JURY FOREPERSON


ZANE DAVID MEMEGER
United States Attorney